Before the
Public Service Commission of South Carolina

Docket No. 2009-4-G

**Annual Review of Purchased Gas Adjustment
and Gas Purchasing Policies of
Piedmont Natural Gas Company, Inc.**

Testimony and Exhibits
of
William C. Williams

On Behalf Of
Piedmont Natural Gas Company, Inc.

Piedmont
Natural Gas
Company

June 11, 2009

Q. Mr. Williams, please state your name and business address.

A. My name is William C. Williams. My business address is 4720 Piedmont Row Drive, Charlotte, North Carolina.

Q. By whom and in what capacity are you employed?

A. I am the Managing Director, Transportation and Major Account Services for Piedmont Natural Gas Company ("Piedmont" or the "Company").

Q. Please describe your educational and professional background.

A. I graduated from Washington and Jefferson College in Washington, Pennsylvania, in 1985 with a B.A. in Accounting. From 1985 through 1995, I held various gas supply, transportation, and marketing positions with the Consolidated Natural Gas system companies. In 1995, I was employed by Public Service Company of North Carolina, Inc., where I held a number of positions, culminating in the role of General Manager – Gas Supply and Sales. I came to work at Piedmont in my current position in June, 2006.

Q. Mr. Williams, have you previously testified before this Commission or any other regulatory authority?

A. Yes, I have previously testified before this Commission and other regulatory authorities on a number of occasions.

Q. What is the purpose of your testimony in this proceeding?

A. The purpose of my testimony is to discuss the market requirements of Piedmont's South Carolina customers, including the projected growth in those markets, the capacity acquisition policies and practices we employ to serve those markets, and the efforts undertaken by Piedmont at the Federal

Energy Regulatory Commission on behalf of its customers to ensure that interstate transportation and storage services are reasonably priced.

Q. Please give a general description of Piedmont and its market in South Carolina.

A. Piedmont is a local distribution company principally engaged in the purchase, distribution and sale of natural gas to more than 1 million customers in South Carolina, North Carolina, and the metropolitan area of Nashville, Tennessee. Piedmont serves approximately 132,000 customers in the State of South Carolina. During the twelve month period ending March 31, 2009, Piedmont delivered approximately 22,732,000 dekatherms ("dts") of natural gas to its South Carolina customers.

Piedmont provides service to two distinct markets -- the firm market (principally residential, small commercial and small industrial customers) and the interruptible market (principally large commercial and industrial customers). Although Piedmont competes with electricity for the attachment of firm customers, once attached these customers generally have no readily available alternative source of energy and depend on natural gas for their basic space heating or utility needs. During the twelve month period ending March 31, 2009, approximately 18,437,000 dts, or 81%, of Piedmont's South Carolina deliveries were to the firm market.

In the interruptible market, Piedmont competes on a month-to-month and day-to-day basis with alternative sources of energy, primarily fuel oil or propane and, to a lesser extent, coal or wood. These larger commercial and industrial customers will buy alternate fuels when they are less expensive than gas. During the twelve month period ending March 31, 2009, approximately 4,295,000 dts, or 19% of Piedmont's South Carolina deliveries were to the interruptible market.

Q. How does Piedmont calculate its customer growth?

A. Piedmont reviews historical gross customer additions, holds discussions with various business leaders/trade allies and field sales employees, and considers forecasts of local, regional and national business drivers (i.e., economic conditions, demographic, etc.) to derive its customer growth projections.

Q. How does the Company calculate its Design Day requirements for the future and plan to have adequate delivery capacity available for its firm sales market requirements?

A. The Design Day calculation involves several elements: the actual throughput and degree days experienced on the most recent day that approaches the design day temperature, the day's interruptible sales, the days actual firm and interruptible transportation quantities, the dekatherm per degree day factor ("DTh/DD") derived from the forecast software program "GASDAY", and the forecasted number of heat sensitive sales customers expected during the upcoming heating season. Each subsequent yearly design day forecast is derived by increasing the temperature sensitive rate classes' usage by multiplying the previous year's projected usage by each succeeding year's forecasted growth percentage. Industrial firm sales are typically held constant unless we are aware of specific customer gains or losses in this category. The Company also constructs load duration curves that forecast the Company's firm sales market requirements for normal weather conditions, design day weather conditions and design winter season conditions. The supply requirements are plotted in descending order of magnitude, with existing pipeline capacity and storage resources overlaid to expose any supply shortfalls. The load duration curves for 2008-2009 forecasted design winter season described above, as well as the actual 2008-2009 winter season load duration curve is shown in Exhibit__(WCW-1). The forecasted load duration curves for the 2009-2010 winter season are shown in Exhibit__(WCW-2).

Q. What process does Piedmont undertake to acquire firm capacity to meet its growing sales market requirements?

A. Piedmont secures incremental capacity to meet the growth requirements of its firm sales customers consistent with its "best cost" policy, as described by Mr. Maust in his testimony. To implement this policy, Piedmont attempts to contract for timely and cost effective capacity that is tailored to the demand characteristics of its market. Piedmont evaluates interstate pipeline capacity and storage offerings expected to be available at the time that it is determined that additional future firm delivery service is required. The company attempts to match the days of service of new incremental transportation capacity to the duration of its incremental demand on the most economical basis possible. Piedmont attempts to acquire peaking services to meet projected peak day demand, storage services to meet projected seasonal demand, and year round firm transportation services to meet baseload demand and provide capacity to be available for storage inventory replenishment. However, service choices are generally limited to those offered during the period of evaluation.

Q. Has the Company witnessed any normalized reduction in usage per customer over the review period in this proceeding?

A. Yes, the Company has experienced a reduction in weather normalized usage per customer.

Q. What is the cause of this reduction in weather normalized usage per customer?

A. We believe there are several causes. The increased efficiency of new appliances used by new customers or the replacement of old equipment by existing customers can partially explain the reduction. During the past few years the Company, popular press and general public discussion about commodity prices and ways to use less energy has resulted in changed consumer behavior. Conservation measures employed by customers because of increased prices and their awareness of such increased prices has become more common.

Q. Does Piedmont believe that this reduction in usage applies to design day calculations as well?

A. No. Piedmont and the natural gas industry have not seen evidence that conservation/reduced usage occurs during design day conditions. While Piedmont has not experienced temperatures approaching a design day since 2003 in South Carolina, we are seeing what can be described as a reverse "hook" pattern in demand during stretches of the coldest days in the winter season. The empirical data seems to indicate that as temperatures drop, customer inclination is to tough it out for the first few days of colder temperatures before turning up the thermostat. Once adjusted to a warmer setting, customers appear to leave the thermostat at the warmer level for a few days even as temperatures start to moderate. This reverse "hook" pattern is illustrated in Exhibit__(WCW-3). Given what we see as a customer response to colder temperatures in this pattern, the Company will continue to utilize a conservative approach to design day forecasting unless and until more comprehensive data indicates that another approach is appropriate.

Q. What were the design day peak demand requirements used by the Company for planning purposes for the review period as well as the current forecasted design day demand requirements for the next four winter seasons, the amount of heating degree days, dekatherms per heating degree day, customer growth rates and supporting calculations used to determine the peak day requirement amounts?

A. Please see Exhibit__(WCW-4).

Q. What were the estimated base load demand requirements of the firm market for the review period, as well as the current forecasted base load demand requirements for the next four years?

A. Please see Exhibit__(WCW-5).

Q. Please describe how the Company plans to supply its estimated future growth requirements during the next four-year period beginning with the 2009-2010 winter season.

A. Piedmont continually monitors interstate pipeline and storage capacity offerings in light of prospective growth requirements detailed in Exhibit__ (WCW-4). The Company will add additional capacity utilizing its "best cost" purchasing philosophy as its firm market supply requirements dictate. On June 9, 2008, Piedmont announced its intention to build a 1.25 Bcf LNG facility. Subsequent to that announcement, given current economic conditions and revised customer growth projections, the Company announced that it would put on hold its plans to construct the 1.25 BCF

Robeson LNG storage facilities. In order to satisfy customer growth and associated firm requirements it may be necessary to resume development of the project in 2011 to prepare for construction in 2012, and service in 2015.

Q. Does the Company plan for a reserve margin to accommodate statistical anomalies, unanticipated supply or capacity interruptions, force majeure, emergency gas usage or colder-than-design weather?

A. Yes, the Company computes a five percent reserve margin and arranges for supply and/or capacity to provide delivery of the reserve margin for events such as those listed above. This reserve margin is reflected in Exhibit__ (WCW-4).

Q. Is it possible to maintain capacity rights that exactly match Piedmont's calculated design day peak demand plus reserve margin at all times?

A. No. Capacity additions are acquired in "blocks" of additional transportation, storage, or LNG capacity, as they become needed to ensure Piedmont's ability to serve its customers based on the options available at that time. As a practical matter, this means that at any given moment in time, Piedmont's actual capacity assets will vary from its forecasted demand capacity requirements.

Q. Please describe the Company's interest and position on any issues before the FERC that may have a significant impact on the company's operations and a description of the status of each proceeding described.

A. The Company routinely intervenes and participates in interstate natural gas pipeline proceedings before the FERC. A current summary of such proceedings in which Piedmont is a party is attached hereto as Exhibit__(WCW-6).

Q. Are you also proposing a new rate schedule?

A. Yes. We are proposing to add new Rate Schedule 207, "Balancing, Cash-Out, and Agency Authorization." A copy of this new Rate Schedule is attached hereto as Exhibit__(WCW-7).

Q. What is the purpose of this new rate schedule?

A. Rate Schedule 207 is an aggregation of the provisions currently found in each of our transportation rate schedules dealing with customer intra-month and end-of-month imbalances, liquidation of those imbalances through cash-out, and utilization of third-party agents by transportation customers. In our current tariffs, these provisions are repeated in each of our individual transportation rate schedules. Under the proposed new Rate Schedule 207, these provisions, which are applicable to all transportation services offered by the Company, will be set out in our tariffs at a single location. This will simplify the structure of our tariffs and avoid any possibility of inconsistent provisions between our various transportation rate schedules with respect to these matters. It will also make the administration of various special transportation contracts easier by allowing Piedmont to simply incorporate this rate schedule into those contracts by reference. The proposed modifications to Rate Schedules 213 and 214 and Piedmont's South Carolina Service Regulations that result from moving imbalance and imbalance resolution provisions into a new Rate Schedule 207 are reflected on the red-lined versions of those Rate Schedules and Service Regulations attached hereto as Exhibit__(WCW-8), Exhibit__(WCW-9), and Exhibit__(WCW-10).

Q. Do these administrative changes alter the fundamental service rights of customers?

A. No. The changes I have discussed thus far are administrative in nature and are not intended to change the substantive terms under which customers receive service.

Q. Can you explain the purpose of the imbalance provisions that exist in the current tariffs for transportation rate schedules?

A. Piedmont provides for a monthly "cashout" of imbalances with respect to its transportation customers. This means that the fundamental obligation to financially "true-up" deliveries to Piedmont on behalf of a transportation customer with consumption by that customer during a month is addressed at the end of each month. Notwithstanding this fact, the tariff provisions governing imbalances clearly anticipated that imbalances would be created for operational reasons only and that Piedmont would have the right to control its system by limiting intra-month imbalances.

Q. Does Piedmont propose any changes to the imbalance provisions?

A. Yes. We have clarified and strengthened the language of our tariffs, now aggregated in Rate Schedule 207, regarding intra-month imbalances to ensure that it is absolutely clear that such imbalances are permitted only for operational reasons and further clarified the Company's right to control such imbalances in the event customers or marketers attempt to utilize the imbalance flexibility in Piedmont's tariffs for purposes other than those contemplated by Rate Schedule 207. For example, Piedmont has clarified its right to force balance customers on an intra-month basis if necessary to address intra-month imbalances. Furthermore, we have updated the cash-out provisions to adopt a high-low cash-out pricing methodology for end-of-month imbalances of 2% or more in place of the existing average pricing methodology.

Q. Do these proposed changes fundamentally alter the purpose of the imbalance provisions, the rights of Piedmont, its transportation customers, or their marketers?

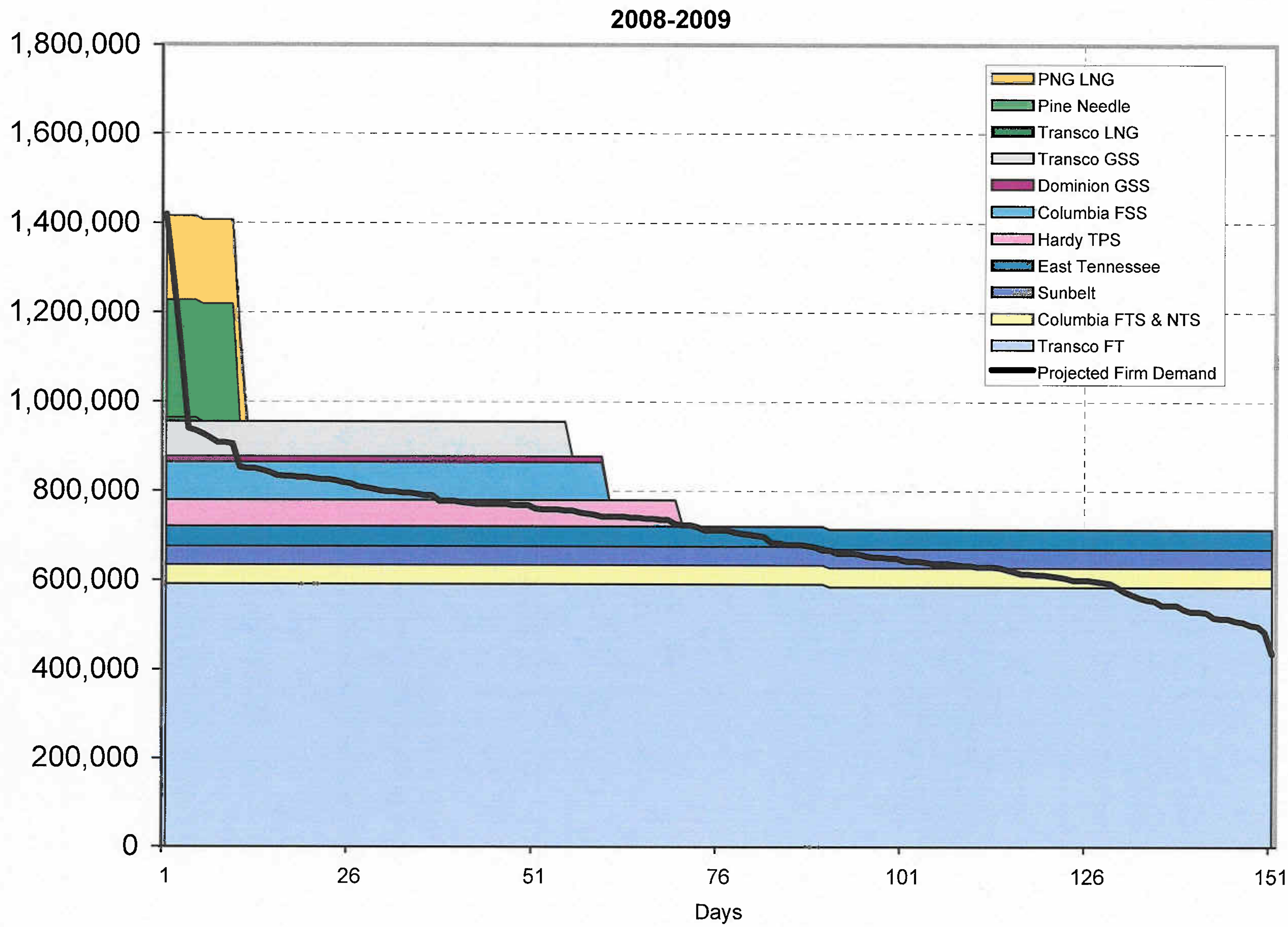
A. No.

Q. Does this conclude your testimony?

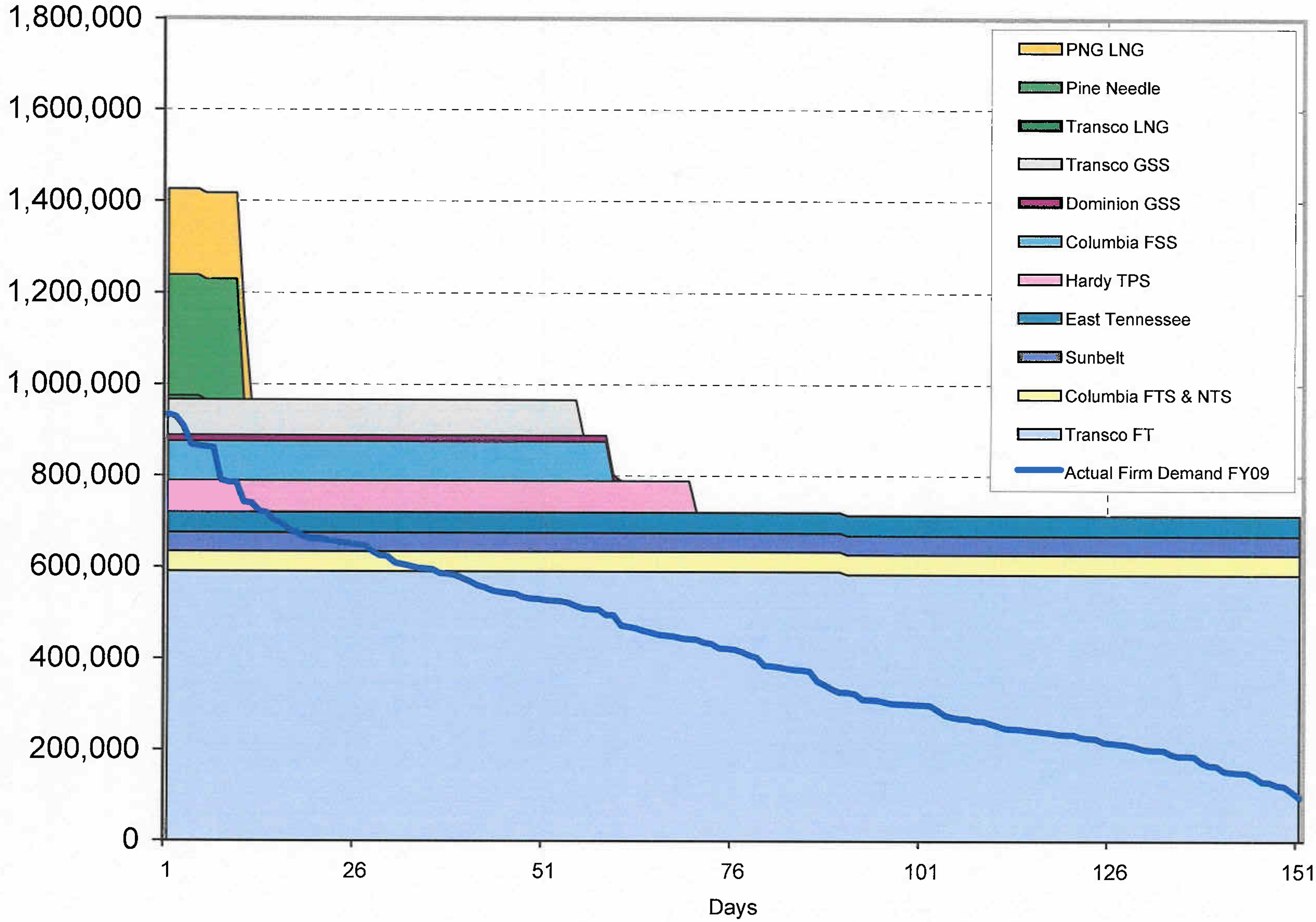
A. Yes it does.

EXHIBIT__(WCW-1)

FY09 Load Duration Curve
Design Winter Season - Total Carolinas

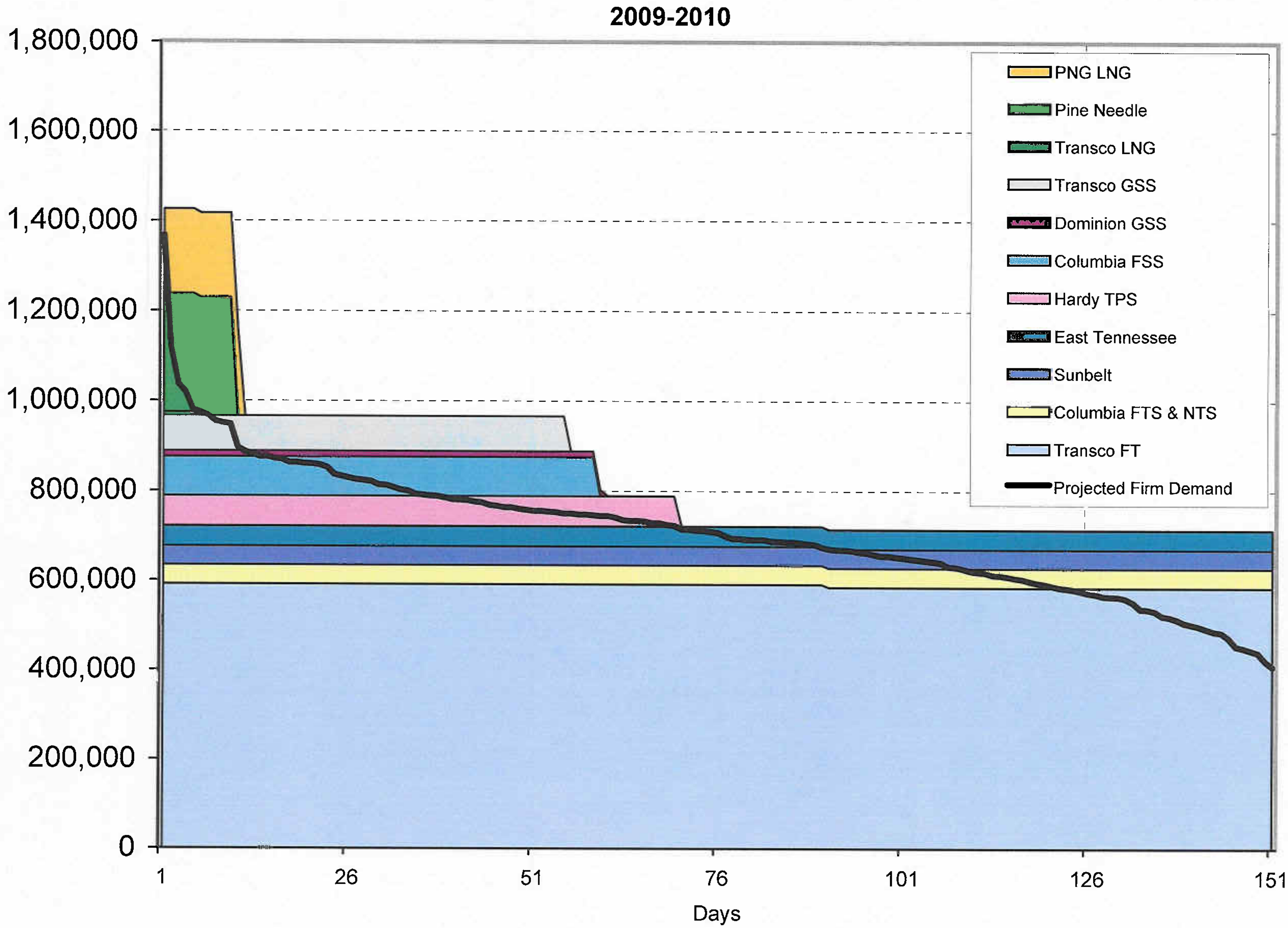


FY09 Load Duration Curve
Actual Winter Season - Total Carolinas
2008-2009

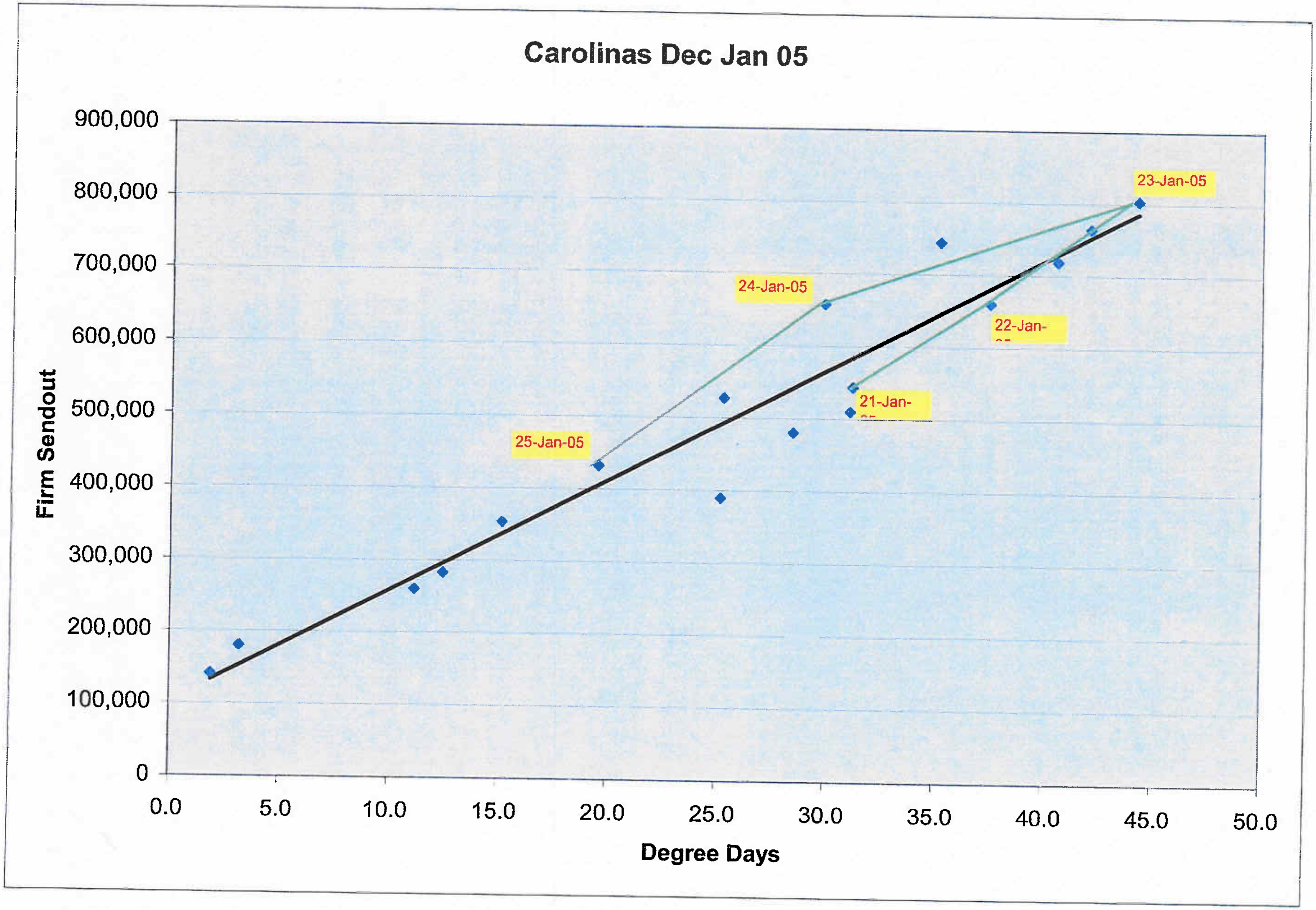


EXHIBIT__(WCW-2)

FY10 Load Duration Curve
Design Winter Season - Total Carolinas



EXHIBIT__(WCW-3)



Carolinas Dec Jan 05
Firm Sendout
Degree Days
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800,000
700,000
600,000
500,000
400,000
300,000
200,000
100,000
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0.0
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10.0
15.0
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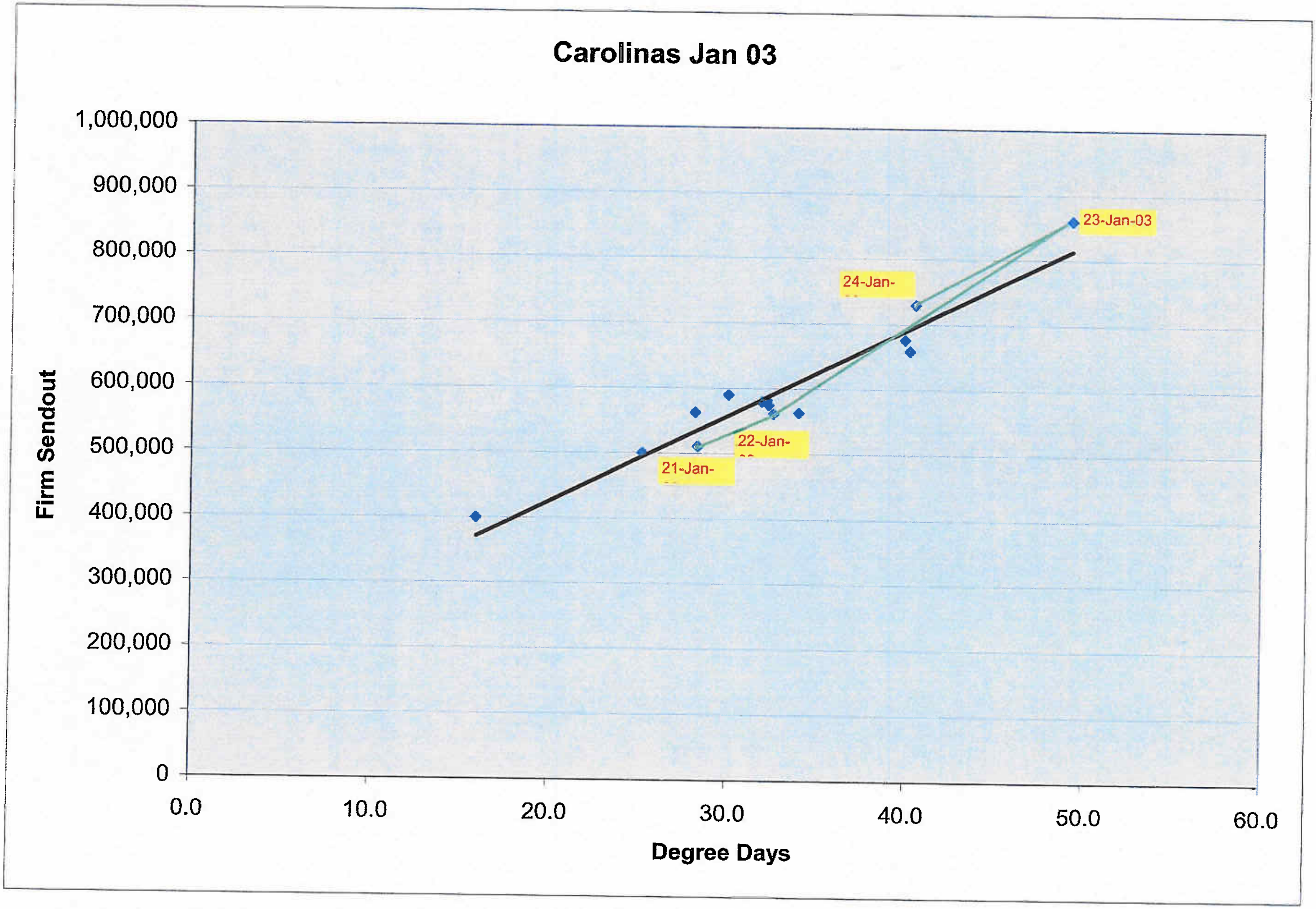
25.0
30.0
35.0
40.0
45.0
50.0
23-Jan-05
24-Jan-05
22-Jan-
21-Jan-
25-Jan-05



Carolinas Jan 03
Firm Sendout
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Degree Days
23-Jan-03
24-Jan-
22-Jan-
21-Jan-

EXHIBIT__(WCW-4)

Design Day Firm Requirements

	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013
North Carolina - West	1.80000%	1.24000%				
Res. Customer Growth %	2.53000%	1.72000%	1.72000%	1.72000%	1.72000%	1.72000%
Comm. Customer Growth %	0.82000%	0.59000%	0.59000%	0.59000%	0.59000%	0.59000%
Total Residential Usage	495,928	504,458	513,135	521,961	530,939	540,071
Total Commercial Usage	278,304	279,946	281,598	283,259	284,930	286,611
Total Firm Industrial Usage	46,301	46,301	46,301	46,301	46,301	46,301
Total Firm Usage	820,533	830,705	841,034	851,521	862,170	872,983
5% Reserve Margin	41,027	41,535	42,052	42,576	43,109	43,649
Total Firm w/ Reserve	845,329	855,928	866,691	877,619	888,717	899,987
North Carolina - East	1.96000%	1.31000%				
Res. Customer Growth %	2.99000%	1.66000%	1.66000%	1.66000%	1.66000%	1.66000%
Comm. Customer Growth %	1.42000%	1.37000%	1.37000%	1.37000%	1.37000%	1.37000%
Total Residential Usage	152,230	154,757	157,326	159,938	162,593	165,292
Total Commercial Usage	120,436	122,086	123,759	125,454	127,173	128,915
Total Firm Industrial Usage	45,451	45,451	45,451	45,451	45,451	45,451
Total Firm Usage	318,117	322,294	326,536	330,843	335,217	339,658
5% Reserve Margin	15,906	16,115	16,327	16,542	16,761	16,983
Net Firm w/ Reserve	334,023	338,409	342,863	347,385	351,978	356,641
South Carolina	1.37000%	0.80000%				
Res. Customer Growth %	1.90000%	1.21000%	1.21000%	1.21000%	1.21000%	1.21000%
Comm. Customer Growth %	0.63000%	0.18000%	0.18000%	0.18000%	0.18000%	0.18000%
Total Residential Usage	115,763	117,164	118,582	120,017	121,469	122,939
Total Commercial Usage	67,438	67,559	67,681	67,803	67,925	68,047
Total Firm Industrial Usage	7,643	7,643	7,643	7,643	7,643	7,643
Total Firm Usage	190,844	192,366	193,906	195,463	197,037	198,629
5% Reserve Margin	9,542	9,618	9,695	9,773	9,852	9,931
Total Firm w/ Reserve	200,386	201,984	203,601	205,236	206,889	208,560
Total Carolinas	1.78000%	1.19000%	1.20000%	1.20000%	1.20000%	1.21000%
Res. Customer Growth %	2.53000%	1.63000%	1.63000%	1.63000%	1.63000%	1.63000%
Comm. Customer Growth %	0.95000%	0.73000%	0.73000%	0.74000%	0.74000%	0.74000%
Total Residential Usage	763,921	776,379	789,043	801,916	815,001	828,302
Total Commercial Usage	466,178	469,591	473,038	476,516	480,028	483,573
Total Firm Industrial Usage	99,395	99,395	99,395	99,395	99,395	99,395
Total Firm Usage	1,329,494	1,345,365	1,361,476	1,377,827	1,394,424	1,411,270
5% Reserve Margin	66,475	67,268	68,074	68,891	69,721	70,564
Total Firm w/ Reserve	1,395,969	1,412,633	1,429,550	1,446,718	1,464,145	1,481,834

Design Day Firm Requirements

	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014
North Carolina - West	0.68%	0.56%	0.60%	0.68%	0.78%	0.93%
Res. Customer Growth %	0.50%	0.67%	0.73%	0.84%	0.98%	1.19%
Comm. Customer Growth %	1.02%	0.44%	0.45%	0.48%	0.53%	0.59%
Total Residential Usage	479,320	482,531	486,053	490,136	494,939	500,829
Total Commercial Usage	272,392	273,591	274,822	276,141	277,605	279,243
Total Firm Industrial Usage	38,173	38,173	38,173	38,173	38,173	38,173
Total Firm Usage	789,885	794,295	799,048	804,450	810,717	818,245
5% Reserve Margin	39,494	39,715	39,952	40,223	40,536	40,912
Total Firm w/ Reserve	829,379	834,010	839,000	844,673	851,253	859,157
North Carolina - East		0.69%	0.81%	0.92%	1.04%	1.15%
Res. Customer Growth %		0.83%	0.96%	1.09%	1.22%	1.36%
Comm. Customer Growth %		0.73%	0.87%	1.00%	1.13%	1.23%
Total Residential Usage	167,336	168,725	170,345	172,202	174,303	176,674
Total Commercial Usage	136,910	137,910	139,110	140,501	142,089	143,837
Total Firm Industrial Usage	43,213	43,213	43,213	43,213	43,213	43,213
Total Firm Usage	347,459	349,848	352,668	355,916	359,605	363,724
5% Reserve Margin	17,373	17,492	17,633	17,796	17,980	18,186
Net Firm w/ Reserve	364,832	367,340	370,301	373,712	377,585	381,910
South Carolina	-0.41%	0.23%	0.29%	0.31%	0.32%	0.34%
Res. Customer Growth %	0.02%	0.39%	0.49%	0.54%	0.56%	0.58%
Comm. Customer Growth %	-0.24%	-0.01%	-0.04%	-0.05%	-0.06%	-0.06%
Total Residential Usage	133,877	134,399	135,058	135,787	136,547	137,339
Total Commercial Usage	78,386	78,378	78,347	78,308	78,261	78,214
Total Firm Industrial Usage	7,379	7,379	7,379	7,379	7,379	7,379
Total Firm Usage	219,642	220,156	220,784	221,474	222,187	222,932
5% Reserve Margin	10,982	11,008	11,039	11,074	11,109	11,147
Total Firm w/ Reserve	230,624	231,164	231,823	232,548	233,296	234,079
Total Carolinas		0.54%	0.60%	0.68%	0.77%	0.89%
Res. Customer Growth %		0.66%	0.74%	0.84%	0.96%	1.12%
Comm. Customer Growth %		0.45%	0.49%	0.54%	0.61%	0.67%
Total Residential Usage	780,533	785,655	791,456	798,125	805,789	814,842
Total Commercial Usage	487,688	489,879	492,279	494,950	497,955	501,294
Total Firm Industrial Usage	88,765	88,765	88,765	88,765	88,765	88,765
Total Firm Usage	1,356,986	1,364,299	1,372,500	1,381,840	1,392,509	1,404,901
5% Reserve Margin	67,849	68,215	68,625	69,092	69,625	70,245
Total Firm w/ Reserve	1,424,835	1,432,514	1,441,125	1,450,932	1,462,134	1,475,146

Carolinas Demand & Supply Schedule

(All Values in Dt/d)		Carolinas Demand Growth Rate			101.19%	101.19%	101.19%	101.19%
DEMAND		**Winter Period:**	**FY2008**	**FY2009**	**FY2010**	**FY2011**	**FY2012**	**FY2013**
System Design Day Firm Sendout [1]			1,329,494	1,345,365	1,361,375	1,377,575	1,393,968	1,410,556
Reserve Margin on Design Day Demand (5%)			66,475	67,268	68,069	68,879	69,698	70,528
Subtotal Demand			**1,395,969**	**1,412,633**	**1,429,444**	**1,446,454**	**1,463,666**	**1,481,084**
Less:								
Firm Transportation Without Standby [2]			(51,114)	(57,671)				
Total Firm Sales Demand			**1,344,855**	**1,354,962**	**1,429,444**	**1,446,454**	**1,463,666**	**1,481,084**
SUPPLY								
Firm Supplies		Days						
Transco	FT	365	376,016	376,016	376,016	376,016	376,016	376,016
Transco	FT - 1002268	365	***6,440***	***6,440***	***6,440***	***6,440***	***6,440***	***6,440***
Transco	FT SE '94/95/96	365	129,485	129,485	129,485	129,485	129,485	129,485
Transco	Sunbelt	365	41,400	41,400	41,400	41,400	41,400	41,400
Columbia Gas	FTS	365	32,801	32,801	32,801	32,801	***32,801***	***32,801***
Columbia Gas	NTS	365	10,000	10,000	10,000	10,000	10,000	10,000
East Tennessee	FT [3]	365	44,798	44,798	44,798	44,798	44,798	44,798
Total Year Round			640,940	640,940	640,940	640,940	640,940	640,940
Transco	FT Southern Expansion	151	***72,502***	***72,502***	***72,502***	***72,502***	***72,502***	***72,502***
Transco	FT - 1004995	90	6,314	6,314	6,314	6,314	***6,314***	***6,314***
Total Winter Only			78,816	78,816	78,816	78,816	78,816	78,816
Hardy Storage	HSS [4]	69	39,111	58,667	68,835	68,835	68,835	68,835
Dominion	GSS [5]	60	13,225	13,225	13,225	13,225	13,225	13,225
Columbia Gas	FSS/SST	59	86,368	86,368	86,368	86,368	***86,368***	***86,368***
Transco	GSS Storage	55	77,475	77,475	77,475	77,475	77,475	77,475
Total Storage			216,179	235,735	245,903	245,903	245,903	245,903
Firm Supplies Total			**935,935**	**955,491**	**965,659**	**965,659**	**965,659**	**965,659**
Peaking Supplies								
Piedmont	LNG - local	10	188,000	188,000	188,000	188,000	188,000	188,000
Transco	Pine Needle	10	263,400	263,400	263,400	263,400	263,400	263,400
Transco	LNG (formerly LG-A)	5	8,643	8,643	8,643	8,643	8,643	8,643
Peaking Supplies Total			**460,043**	**460,043**	**460,043**	**460,043**	**460,043**	**460,043**
Total Supply			**1,395,978**	**1,415,534**	**1,425,702**	**1,425,702**	**1,425,702**	**1,425,702**
	Surplus(Deficit)		**51,123**	**60,572**	**(3,742)**	**(20,752)**	**(37,964)**	**(55,382)**

Capacity numbers in blue signify up for renegotiation

Carolinas Demand & Supply Schedule

(All Values in Dt/d)		Carolinas Demand Growth Rate		0.54%	0.60%	0.68%	0.77%	0.89%
DEMAND		Winter Period:	FY2009	FY2010	FY2011	FY2012	FY2013	FY2014
System Design Day Firm Sendout [1]			1,356,986	1,364,299	1,372,500	1,381,840	1,392,509	1,404,901
Reserve Margin on Design Day Demand (5%)			67,849	68,215	68,625	69,092	69,625	70,245
Subtotal Demand			**1,424,835**	**1,432,514**	**1,441,125**	**1,450,932**	**1,462,134**	**1,475,146**
Less:								
Firm Transportation Without Standby [2]			(60,315)	(65,421)	(40,000)	(40,000)	(40,000)	(40,000)
Total Firm Sales Demand			**1,364,520**	**1,367,093**	**1,401,125**	**1,410,932**	**1,422,134**	**1,435,146**
SUPPLY CAPACITY								
Firm Transportation		Days						
Transco	FT	365	376,016	376,016	376,016	376,016	376,016	376,016
Transco	FT - 1002268	365	*6,440*	*6,440*	*6,440*	*6,440*	*6,440*	*6,440*
Transco	FT SE '94/95/96	365	129,485	129,485	129,485	129,485	129,485	129,485
Transco	Sunbelt	365	41,400	41,400	41,400	41,400	41,400	41,400
Columbia Gas	FTS	365	32,801	32,801	32,801	32,801	32,801	32,801
Columbia Gas	NTS	365	10,000	10,000	10,000	10,000	10,000	10,000
East Tennessee	FT [3]	365	44,798	44,798	44,798	44,798	44,798	44,798
Total Year Round FT			640,940	640,940	640,940	640,940	640,940	640,940
Transco	FT Southern Expansion	151	*72,502*	*72,502*	*72,502*	*72,502*	*72,502*	*72,502*
Transco	FT - 1004995	90	6,314	6,314	6,314	6,314	6,314	6,314
Total Winter OnlyFT			78,816	78,816	78,816	78,816	78,816	78,816
Total Firm Transportation Subtotal			**719,756**	**719,756**	**719,756**	**719,756**	**719,756**	**719,756**
Hardy Storage	HSS [4]	70	58,667	68,835	68,835	68,835	68,835	68,835
Dominion	GSS [5]	60	13,225	13,225	13,225	13,225	13,225	13,225
Columbia Gas	FSS/SST	59	86,368	86,368	86,368	86,368	86,368	86,368
Transco	GSS Storage	55	77,475	77,475	77,475	77,475	77,475	77,475
Total Seasonal Storage			**235,735**	**245,903**	**245,903**	**245,903**	**245,903**	**245,903**
Peaking Capacity								
Piedmont	LNG - local [6]	10	188,000	188,000	188,000	188,000	188,000	188,000
Transco	Pine Needle	10	263,400	263,400	263,400	263,400	263,400	263,400
Transco	LNG (formerly LG-A)	5	8,643	8,643	8,643	8,643	8,643	8,643
Peaking Supplies Total			**460,043**	**460,043**	**460,043**	**460,043**	**460,043**	**460,043**
Total Capacity			**1,415,534**	**1,425,702**	**1,425,702**	**1,425,702**	**1,425,702**	**1,425,702**
	Surplus(Deficit)		**51,014**	**58,609**	**24,577**	**14,770**	**3,568**	**(9,444)**

Capacity numbers in blue signify up for renegotiation

EXHIBIT__(WCW-5)

North Carolina - West

Firm Base Load Requirements Excluding Special Firm Transportation Contracts

Daily Degree Days **0.0**

	Jan 2008	Current Forecast Jan 2009	Jan 2010	Jan 2011	Jan 2012	Jan 2013
Customers						
Rate 21- Standard SU	226,851	230,753	234,745	238,806	242,937	247,140
Rate 01 - Value SU	186,179	189,381	192,657	195,990	199,381	202,830
Rate 01 - Value MU	19,043	19,371	19,706	20,047	20,394	20,747
Rate 21 - Standard MU	35,012	35,614	36,230	36,857	37,495	38,144
Rate 02 standard	35,164	35,371	35,580	35,790	36,001	36,213
Rate 32 Value	13,613	13,693	13,774	13,855	13,937	14,019
Rate 52 standard	68	68	68	68	68	68
Rate 62 Value	259	261	263	265	267	269
Rate 42 - MF	9	9	9	9	9	9
Rate 103	36	36	36	36	36	36
Rate 113	134	134	134	134	134	134
Total Customers	516,198	524,521	533,032	541,687	550,489	559,439

Firm Base Load Requirements Excluding Special Contracts (DTs)

	Jan 2008	Jan 2009	Jan 2010	Jan 2011	Jan 2012	Jan 2013	12-Months Ending 3/07 Heat Factor	Base Factor
Rate 21- Standard SU	3,890	3,957	4,026	4,096	4,166	4,238	0.01415	0.01715
Rate 01 - Value SU	11,595	11,795	11,999	12,206	12,417	12,632	0.01681	0.06228
Rate 01 - Value MU	1,018	1,036	1,054	1,072	1,091	1,110	0.00862	0.05348
Rate 21 - Standard MU	606	616	627	638	649	660	0.00756	0.01731
Rate 02 standard	1,581	1,590	1,599	1,609	1,618	1,628	0.06626	0.04495
Rate 32 Value	18,402	18,510	18,619	18,729	18,839	18,950	0.04460	1.35176
Rate 52 standard	244	244	244	244	244	244	2.35906	3.59485
Rate 62 Value	6,411	6,460	6,510	6,559	6,609	6,658	0.58753	24.75272
Rate 42 - MF	30	30	30	30	30	30	0.00000	3.31294
Rate 103	3,366	3,366	3,366	3,366	3,366	3,366	2.39448	93.50627
Rate 113	15,088	15,088	15,088	15,088	15,088	15,088	2.03362	112.59526
Co Use & Unacct	809	815	821	827	834	840	1.30%	
Requirements	63,040	63,507	63,983	64,464	64,951	65,444		
Reserve Margin(5%)	3,152	3,175	3,199	3,223	3,248	3,272		
Total Demand	66,192	66,682	67,182	67,687	68,199	68,716		

North Carolina - East

Firm Base Load Requirements Excluding Special Firm Transportation Contracts

Daily Degree Days **0.0**

	Jan 2008	Current Forecast Jan 2009	Jan 2010	Jan 2011	Jan 2012	Jan 2013
Customers						
Rate 21- Standard SU	76,586	77,857	79,149	80,463	81,799	83,157
Rate 01 - Value SU	45,209	45,959	46,722	47,498	48,286	49,088
Rate 01 - Value MU	371	377	383	389	395	402
Rate 21 - Standard MU	578	588	598	608	618	628
Rate 02 standard	10,788	10,936	11,086	11,238	11,392	11,548
Rate 32 Value	5,337	5,410	5,484	5,559	5,635	5,712
Rate 52 standard	25	25	25	25	25	25
Rate 62 Value	111	113	115	117	119	121
Rate 42 - MF	0	0	0	0	0	0
Rate 103	19	19	19	19	19	19
Rate 113	92	92	92	92	92	92
Military	2	2	2	2	2	2
Float Glass	0	0	0	0	0	0
Total Customers	139,118	141,378	143,675	146,010	148,382	150,794

Firm Base Load Requirements Including Military, Float Glass, & Municipalities (DTs)

	Jan 2008	Jan 2009	Jan 2010	Jan 2011	Jan 2012	Jan 2013	12-Months Ending 3/07 Heat Factor	Base Factor
Rate 21- Standard SU	1,121	1,140	1,159	1,178	1,198	1,217	0.01386	0.01464
Rate 01 - Value SU	2,628	2,672	2,716	2,762	2,807	2,854	0.01623	0.05814
Rate 01 - Value MU	11	11	11	12	12	12	0.00522	0.02968
Rate 21 - Standard MU	11	11	12	12	12	12	0.00354	0.01949
Rate 02 standard	359	364	369	374	379	384	0.05571	0.03325
Rate 32 Value	7,951	8,060	8,170	8,282	8,395	8,509	0.02930	1.48975
Rate 52 standard	71	71	71	71	71	71	2.13885	2.83493
Rate 62 Value	2,864	2,916	2,967	3,019	3,071	3,122	0.44211	25.80311
Rate 42 - MF	0	0	0	0	0	0	0.00000	0.00000
Rate 103	803	803	803	803	803	803	1.87492	42.25488
Rate 113	9,881	9,881	9,881	9,881	9,881	9,881	0.98893	107.39792
Military	2,531	2,531	2,531	2,531	2,531	2,531	156.21704	1,265.25392
Float Glass	0	0	0	0	0	0	0.00000	8,535.99096
Co Use & Unacct	367	370	373	376	379	382	1.30%	
Requirements	28,598	28,830	29,063	29,301	29,539	29,778		
Reserve Margin(5%)	1,430	1,442	1,453	1,465	1,477	1,489		
Total Demand	30,028	30,272	30,516	30,766	31,016	31,267		

North Carolina

Firm Base Load Requirements Excluding Special Firm Transportation Contracts

Design Day DDD **0.0**

Budget 2009 Projections	Mar 2009	Mar 2010	Mar 2011	Mar 2012	Mar 2013	Mar 2014
Customers (NC West)						
Residential	482,439	487,108	492,280	498,808	506,173	514,331
Commercial	48,656	48,799	49,060	49,332	49,625	49,932
Motor Fuel	9	9	9	9	9	9
Industrial	36	36	36	36	36	36
Transportation	135	136	137	138	139	140
NC - West Customers	531,140	535,952	541,385	548,185	555,843	564,308

Budget 2009 Projections	Mar 2009	Mar 2010	Mar 2011	Mar 2012	Mar 2013	Mar 2014
Customers (NC East)						
Residential	126,325	128,142	129,959	132,412	135,259	138,417
Commercial	16,367	16,497	16,698	16,923	17,165	17,426
Motor Fuel	0	0	0	0	0	0
Military	2	2	2	2	2	2
Industrial	35	35	35	35	35	35
Transportation	90	91	92	93	94	95
NC - East Customers	142,819	144,767	146,786	149,465	152,555	155,975
Total North Carolina Customers	673,959	680,719	688,171	697,650	708,398	720,283

12-Months Ending 3/08							12-Months Ending 3/08	
NC West Firm Requirements Excluding Special Contracts							Heat Factor	Base Factor
Residential	16,394	16,553	16,729	16,951	17,201	17,478	0.01525	0.03398
Commercial	24,553	24,625	24,757	24,894	25,042	25,197	0.06986	0.50462
Motor Fuel	13	13	13	13	13	13	0.00000	1.39976
Industrial	2,832	2,832	2,832	2,832	2,832	2,832	1.39052	78.66270
Transportaion	16,707	16,831	16,955	17,079	17,202	17,326	0.97770	123.75894
Co Use & Unacct	786	791	797	803	810	817	1.30%	
Requirements NC - West	61,285	61,645	62,083	62,572	63,100	63,663		

12-Months Ending 3/08							12-Months Ending 3/08	
NC East Firm Requirements Excluding Special Contracts							Heat Factor	Base Factor
Residential	3,571	3,622	3,674	3,743	3,824	3,913	0.01515	0.02827
Commercial	11,542	11,634	11,776	11,934	12,105	12,289	0.05434	0.70521
Motor Fuel	0	0	0	0	0	0	0.00000	0.00000
Military	381	381	381	381	381	381	10.96187	190.51541
Industrial	1,451	1,451	1,451	1,451	1,451	1,451	1.04646	41.45567
Transportaion	12,384	12,521	12,659	12,797	12,934	13,072	1.15615	137.59760
Co Use & Unacct	381	385	389	394	399	404	1.30%	
Requirements NC - East	29,710	29,994	30,330	30,700	31,094	31,510		
Total NC Requirements	90,995	91,639	92,413	93,272	94,194	95,173		

	FY 2009	*FY 2010*	*FY 2011*	*FY 2012*	*FY 2013*	*FY 2014*
Annual Base Load	33,213,175	33,448,235	33,730,745	34,044,280	34,380,810	34,738,145

North Carolina
Firm Base Load Requirements Excluding Special Firm Transportation Contracts
All Quantities Are Dekatherms

12-Months Ending 3/08

North Carolina Firm Requirements Excluding Special Contracts

	Mar 2009	Mar 2010	Mar 2011	Mar 2012	Mar 2013	Mar 2014
Residential	19,965	20,175	20,403	20,694	21,025	21,391
Commercial	36,095	36,259	36,533	36,828	37,147	37,486
Motor Fuel	13	13	13	13	13	13
Industrial	4,283	4,283	4,283	4,283	4,283	4,283
Transportation	29,091	29,352	29,614	29,876	30,136	30,398
Military	381	381	381	381	381	381
Co Use & Unacct	1,167	1,176	1,186	1,197	1,209	1,221
Requirements North Carolina	90,995	91,639	92,413	93,272	94,194	95,173

	FY 2009	*FY 2010*	*FY 2011*	*FY 2012*	*FY 2013*	*FY 2014*
Annual Base Load	33,213,175	33,448,235	33,730,745	34,044,280	34,380,810	34,738,145

South Carolina
Firm Base Load Requirements Excluding Special Firm Transportation Contracts

Daily Degree Days 0.0

	Jan 2008	Current Forecast Jan 2009	Jan 2010	Jan 2011	Jan 2012	Jan 2013
Customers						
Rate 21- Standard SU	64,211	64,988	65,774	66,570	67,375	68,190
Rate 01 - Value SU	41,068	41,565	42,068	42,577	43,092	43,613
Rate 01 - Value MU	4,805	4,863	4,922	4,982	5,042	5,103
Rate 21 - Standard MU	5,985	6,057	6,130	6,204	6,279	6,355
Rate 02 standard	9,909	9,927	9,945	9,963	9,981	9,999
Rate 32 Value	4,100	4,107	4,114	4,121	4,128	4,135
Rate 52 standard	22	22	22	22	22	22
Rate 62 Value	95	95	95	95	95	95
Rate 42 - MF	2	2	2	2	2	2
Rate 103	12	12	12	12	12	12
Rate 113	40	40	40	40	40	40
Total Customers	130,249	131,678	133,124	134,588	136,068	137,566

Firm Base Load Requirements Excluding Special Contracts (DTs)							12-Months Ending 3/07 Heat Factor	Base Factor
Rate 21- Standard SU	1,023	1,035	1,048	1,060	1,073	1,086	0.01472	0.01593
Rate 01 - Value SU	2,472	2,502	2,532	2,563	2,594	2,626	0.01783	0.06020
Rate 01 - Value MU	289	293	296	300	303	307	0.00809	0.06019
Rate 21 - Standard MU	124	126	127	129	130	132	0.00806	0.02075
Rate 02 standard	459	460	460	461	462	463	0.05850	0.04629
Rate 32 Value	5,383	5,392	5,401	5,411	5,420	5,429	0.04611	1.31293
Rate 52 standard	29	29	29	29	29	29	3.04496	1.33521
Rate 62 Value	2,201	2,201	2,201	2,201	2,201	2,201	0.40790	23.16476
Rate 42 - MF	8	8	8	8	8	8	0.02827	4.20285
Rate 103	753	753	753	753	753	753	1.31773	62.78262
Rate 113	3,830	3,830	3,830	3,830	3,830	3,830	0.81517	95.75606
Co Use & Unacct	215	216	217	218	218	219	1.30%	
Requirements	16,786	16,845	16,902	16,963	17,021	17,083		
Reserve Margin(5%)	839	842	845	848	851	854		
Total Demand	17,625	17,687	17,747	17,811	17,872	17,937		

South Carolina
Firm Base Load Requirements Excluding Special Firm Transportation Contracts

Daily Degree Days **0.0**

	Current Forecast					
	Mar 2009	Mar 2010	Mar 2011	Mar 2012	Mar 2013	Mar 2014
Customers						
Residential	118,834	119,465	120,426	121,459	122,641	123,900
Commercial	13,917	13,927	13,952	13,978	14,005	14,045
Motor Fuel	2	2	2	2	2	2
Industrial	12	12	12	12	12	12
Transportation	40	40	40	40	40	40
Total Customers	132,805	133,446	134,432	135,491	136,700	137,999

Firm Base Load Requirements Excluding Special Contracts (DTs)							12-Months Ending 3/08 Heat Factor	12-Months Ending 3/08 Base Factor
Residential	3,439	3,457	3,485	3,515	3,549	3,585	0.01473	0.02894
Commercial	7,415	7,420	7,433	7,447	7,462	7,483	0.05607	0.53278
Motor Fuel	6	6	6	6	6	6	0.21339	3.02581
Industrial	577	577	577	577	577	577	1.99072	48.09160
Transportation	3,399	3,399	3,399	3,399	3,399	3,399	0.89501	84.96360
Co Use & Unacct	193	193	194	194	195	196	1.30%	
Requirements	15,029	15,052	15,094	15,138	15,188	15,246		
Reserve Margin(5%)	751	753	755	757	759	762		
Total Demand	15,780	15,805	15,849	15,895	15,947	16,008		

Total Carolinas (NC East, NC West, SC)
Firm Base Load Requirements Excluding Special Firm Transportation Contracts

Daily Degree Days **0.0**

		Current Forecast				
	Jan 2008	Jan 2009	Jan 2010	Jan 2011	Jan 2012	Jan 2013
Customers						
Rate 21- Standard SU	367,648	373,598	379,668	385,839	392,111	398,487
Rate 01 - Value SU	272,456	276,905	281,447	286,065	290,759	295,531
Rate 01 - Value MU	24,219	24,611	25,011	25,418	25,831	26,252
Rate 21 - Standard MU	41,575	42,259	42,958	43,669	44,392	45,127
Rate 02 standard	55,861	56,234	56,611	56,991	57,374	57,760
Rate 32 Value	23,050	23,210	23,372	23,535	23,700	23,866
Rate 52 standard	115	115	115	115	115	115
Rate 62 Value	465	469	473	477	481	485
Rate 42 - MF	11	11	11	11	11	11
Rate 103	67	67	67	67	67	67
Rate 113	266	266	266	266	266	266
Military	2	2	2	2	2	2
Float Glass	0	0	0	0	0	0
Total Customers	785,735	797,747	810,001	822,455	835,109	847,969

Firm Base Load Requirements Excluding Special Contracts (DTs)	Jan 2008	Jan 2009	Jan 2010	Jan 2011	Jan 2012	Jan 2013
Rate 21- Standard SU	6,034	6,132	6,233	6,334	6,437	6,541
Rate 01 - Value SU	16,695	16,969	17,247	17,531	17,818	18,112
Rate 01 - Value MU	1,318	1,340	1,361	1,384	1,406	1,429
Rate 21 - Standard MU	741	753	766	779	791	804
Rate 02 standard	2,399	2,414	2,428	2,444	2,459	2,475
Rate 32 Value	31,736	31,962	32,190	32,422	32,654	32,888
Rate 52 standard	344	344	344	344	344	344
Rate 62 Value	11,476	11,577	11,678	11,779	11,881	11,981
Rate 42 - MF	38	38	38	38	38	38
Rate 103	4,922	4,922	4,922	4,922	4,922	4,922
Rate 113	28,799	28,799	28,799	28,799	28,799	28,799
Military	2,531	2,531	2,531	2,531	2,531	2,531
Float Glass	0	0	0	0	0	0
Co Use & Unacct	1,391	1,401	1,411	1,421	1,431	1,441
Total Requirements	108,424	109,182	109,948	110,728	111,511	112,305
Reserve Margin(5%)	5,421	5,459	5,497	5,536	5,576	5,615
Total Demand	113,845	114,641	115,445	116,264	117,087	117,920

Total Carolinas (NC East, NC West, SC)

Firm Base Load Requirements Excluding Special Firm Transportation Contracts

Daily Degree Days **0.0**

	Current Forecast					
	Mar 2009	Mar 2010	Mar 2011	Mar 2012	Mar 2013	Mar 2014
Customers						
Residential	727,598	734,715	742,665	752,679	764,073	776,648
Commercial	78,940	79,223	79,710	80,233	80,795	81,403
Motor Fuel	11	11	11	11	11	11
Military	2	2	2	2	2	2
Industrial	83	83	83	83	83	83
Transportation	265	267	269	271	273	275
Total Customers	806,899	814,301	822,740	833,279	845,237	858,422

Firm Base Load Requirements Excluding Special Contracts (DTs)	Mar 2009	Mar 2010	Mar 2011	Mar 2012	Mar 2013	Mar 2014	12-Months Ending 3/08 Heat Factor	12-Months Ending 3/08 Base Factor
Residential	23,404	23,632	23,888	24,209	24,574	24,976	0.01473	0.02894
Commercial	43,510	43,679	43,966	44,275	44,609	44,969	0.05607	0.53278
Motor Fuel	19	19	19	19	19	19	0.21339	3.02581
Industrial	4,860	4,860	4,860	4,860	4,860	4,860	1.99072	48.09160
Transportation	32,490	32,751	33,013	33,275	33,535	33,797	0.89501	84.96360
Co Use & Unacct	1,360	1,369	1,380	1,391	1,404	1,417	1.30%	
Requirements	105,643	106,310	107,126	108,029	109,001	110,038		
Reserve Margin(5%)	5,282	5,316	5,356	5,401	5,450	5,502		
Total Demand	110,925	111,626	112,482	113,430	114,451	115,540		

EXHIBIT__(WCW-6)

Piedmont's Filing Activity

Docket Number	*Pipeline*	*Activity Date*	*Docket Description*	*Filing*
CP08-476-000	Transcontinental Gas Pipe Line	9 /18/2008	On September 18, 2008, Transcontinental Gas Pipe Line Corporation filed with the Federal Energy Regulatory Commission an application for a certificate of public convenience and necessity authorizing Transco's Mobile Bay South Expansion Project ("Project"), an expansion of the capacity on Transco's existing Mobile Bay Lateral, under which Transco will provide 253,500 dekatherms per day ("Dt/day") of incremental southbound firm transportation service. Transco states that in order to create the incremental firm transportation capacity for the Project, it proposes the construction of a new compressor station (Compressor Station 85) and an appurtenant facility to be located at the interconnection of the Mobile Bay Lateral with Transco's mainline in Choctaw County, Alabama. Under the Project, Transco will provide 253,500 dekatherms per day ("dt/day") of incremental year-round firm transportation capacity from Transco's Station 85 pooling point ("Station 85") to delivery points on the Mobile Bay Lateral, including the existing interconnection with Gulfstream Natural Gas System, L.L.C. in Coden, Alabama. Transco has executed binding precedent agreements with two customers for 100 percent of the incremental firm transportation service under the Project, Florida Power Corporation D/B/A Progress Energy Florida, Inc. for 153,500 dt/day of FT service and with Southern Company Services, Inc., as agent for its affiliates Alabama Power Company, Georgia Power Company, Gulf Power Company, Mississippi Power Company, and Southern Power Company, for 100,000 dt/day. Transco estimates that the project facilities will cost approximately $36.9 million. The proposed in-service date is May 1, 2010. Transco requested that the Commission make a determination that Transco be permitted to roll in the costs of the Project into Transco's system-wide cost of service in the first NGA Section 4 Transco rate case that becomes effective following the in-service date of the Project.	Piedmont Natural Gas filed a neutral intervention relating to the Mobile Bay South Expansion Project.

Docket Number	Pipeline	Activity Date	Docket Description	Filing
			Transco noted that the rolled-in rate treatment is appropriate for the Project because the incremental cost of service of the Project is less than the annual revenues Transco expects to collect from the Project Customers at the maximum system rate under Transco's Rate Schedule FT for Zone	
CP09-10-000	Dominion Transmission	11/17/2008	Dominion is filing an application seeking permission and approval to construct, install, own, operate and maintain certain facilities to be located in McKean, Elk, Armstrong and Westmoreland Counties, Pennsylvania (the "Rural Valley Project"), through which Dominion intends to provide firm transportation service for a Maximum Daily Transportation Quantity of 57,500 dekatherms per day. Dominion states that the Rural Valley Project has been fully subscribed with a proposed commencement date of November 1, 2010. Dominion states that once it is fully built out, the Rural Valley Project will provide firm natural gas transportation services in western Pennsylvania and will create, for regional producers, additional access to the major natural gas markets of the Northeast and Mid-Atlantic	Motion to Intervene.
CP09-15-000	Tennessee Gas Pipeline	1 /5 /2009	In this filing, Tennessee Gas is proposing to abandon two sets of laterals along with associated taps, meters and appurtenances thereto. They are: (1) the Coleto Creek Laterals - comprised of approximately 10 miles of 12-inch and 4-inch diameter pipelines - located in Victoria County, Texas; and (2) the Alta Mesa Laterals (filed separately in Docket CP09-16) - comprised of approximately 15.5 miles of small diameter pipelines - located in Brooks County, Texas. Tennessee Gas is proposing to abandon the subject facilities by sale to HESCO Gathering Company, L.L.C. pursuant to a purchase and sale agreement entered into between those two parties. Tennessee Gas states that once it is authorized to abandon the subject facilities and completes the purchase and sale with HESCO, the subject facilities will be both owned and operated by HESCO in conjunction with its existing gas gathering activities. Tennessee Gas states that the Alta Mesa facilities have been inactive for more than twelve months and that the proposed abandonment will not affect service to any current Tennessee shipper. Regarding the Coleto Creek facilities, Tennessee Gas asserts that HESCO "has represented" to Tennessee Gas that it will	Motion to Intervene.

Docket Number	Pipeline	Activity Date	Docket Description	Filing
CP09-16-000	Tennessee Gas Pipeline	1 /5 /2009	In these filings, Tennessee Gas is proposing to abandon two sets of laterals along with associated taps, meters and appurtenances thereto. They are: (1) the Coleto Creek Laterals (filed separately in Docket No. CP09-15) - comprised of approximately 10 miles of 12-inch and 4-inch diameter pipelines - located in Victoria County, Texas; and (2) the Alta Mesa Laterals - comprised of approximately 15.5 miles of small diameter pipelines - located in Brooks County, Texas. Tennessee Gas is proposing to abandon the subject facilities by sale to HESCO Gathering Company, L.L.C. pursuant to a purchase and sale agreement entered into between those two parties. Tennessee Gas states that once it is authorized to abandon the subject facilities and completes the purchase and sale with HESCO, the subject facilities will be both owned and operated by HESCO in conjunction with its existing gas gathering activities. Tennessee Gas states that the Alta Mesa facilities have been inactive for more than twelve months and that the proposed abandonment will not affect service to any current Tennessee shipper. Regarding the Coleto Creek facilities, Tennessee Gas asserts that HESCO "has represented" to Tennessee Gas that it will	Motion to Intervene.
CP09-18-000	Dominion Transmission	12/8 /2008	On October 31, 2008, Dominion filed an application to construct, install, own, operate, and maintain 9.42 miles of 24-inch diameter loop pipeline in Greene County, PA (Dominion Hub III Project).	Motion to Intervene Out-of-Time.
CP09-38-000	Transcontinental Gas Pipe Line	12/19/2008	Transco and Copano filed an application to the Commission to abandon by sale the "McMullen Lateral" to Copano Field Services/Central Gulf Coast, L.P. ("Copano"). "McMullen Lateral" is located between the Tilden Plant Interconnect in McMullen County, Texas and Transco's Station 30 in Wharton County, Texas. After sale, Copano would like the McMullen Lateral to be classified as a gathering line. Copano is also proposing to construct and operate two natural gas gathering lines that will integrate the McMullen Lateral and Copano Energy's Houston Central Plant with the rest of Copano's gathering facilities. Copano would also like the proposed line to be classified as gathering. Transco noted to the Commission that shipper will not be adversely affected. Cost of the sale was	Piedmont Natural Gas filed a neutral intervention.

Docket Number	*Pipeline*	*Activity Date*	*Docket Description*	*Filing*
CP09-38-000	Transcontinental Gas Pipe Line	12/30/2008	Transco and Copano filed an application to the Commission to abandon by sale the "McMullen Lateral" to Copano Field Services/Central Gulf Coast, L.P. ("Copano"). "McMullen Lateral" is located between the Tilden Plant Interconnect in McMullen County, Texas and Transco's Station 30 in Wharton County, Texas. After sale, Copano would like the McMullen Lateral to be classified as a gathering line. Copano is also proposing to construct and operate two natural gas gathering lines that will integrate the McMullen Lateral and Copano Energy's Houston Central Plant with the rest of Copano's gathering facilities. Copano would also like the proposed line to be classified as gathering. Transco noted to the Commission that shipper will not be adversely affected. Cost of the sale was	Filed a neutral intervention.
cp09-57-000		3 /3 /2009	Transcontinental Gas Pipeline, LLC ("Transco") in their application for certificate of public convenience and necessity to construct and operate its 85 North Expansion Project, estimated that the proposed 85 North Expansion facilities will cost approximately $269 million. Of this cost, $21 million will be allocated to system shippers as a result of the horsepower replacement at Compressor Station 100. This expansion will provided 308,500 Dts per day of incremental firm transportation service to various shippers. Phase 1 will provide 90,000 Dts/day by target in service date of July 1, 2010; phase 2 will provide an additional 218,500 dts/day by target in service date of May 1, 2011. The project also includes abandonment of four existing compressor units and two centrifugal compressors. This project will involve t he construction and operation of approximately 22 miles of new pipeline looping facilities on Transco's existing mainline; a new 20,500 horsepower compressor station; 43,425 horsepower of additional compression at five existing compressor stations; minor modifications at three existing compressor	Piedmont Natural Gas filed a limited protest.

Docket Number	Pipeline	Activity Date	Docket Description	Filing
CP09-61-000	Texas Eastern Transmission	3 /12/2009	On February 4, 2009, Texas Eastern filed an Abbreviated Application for a Certificate of Public Convenience and Necessity and for Related Authorizations and Order Approving Abandonment regarding the proposed Kosciusko Project. The Kosciusko Project is a proposed reconfiguration and upgrade of an existing Texas Eastern compressor station located near Kosciusko, Mississippi designed to facilitate interconnection with, and receipt of gas from, Texas Gas Transmission, LLC's Greenville Lateral, thereby benefiting the entire Texas Eastern system and providing a significant source of supply for Texas Eastern's customers. Texas Eastern has entered into an agreement with Texas Gas under which the majority of capital costs associated with the Kosciusko Project will be reimbursed by Texas Gas. Texas Eastern is seeking a rolled-in rate determination for the remaining costs of the	On March 12, 2009, Piedmont Natural Gas filed a motion to intervene and protest. Piedmont protests Texas Eastern Transmission, LP's (Texas Eastern's) application to the extent it seeks Commission authorization to roll-in $6,728,000 of the $48,728,000 total project costs to existing Texas Eastern customers. Piedmont hereby respectfully requests the Commission, pursuant to the authority contained in its General Rules and Regulations, for good cause shown, to (1) issue an order permitting Piedmont to intervene in this proceeding and become a party thereto, with rights afforded to parties thereto including the right to notice of, and to participate in, all hearings and other proceedings, (2) accept its protest of Texas Eastern's application as filed, and (3) defer consideration of Texas Eastern's roll-in proposal for certain Project costs until Texas
CP09-63-000	Tennessee Gas Pipeline	3 /10/2009	On February 9, 2009, Tennessee Gas Pipeline Company ("Tennessee") submitted an application requesting authorization to abandon three segments of its Line 800-1 pipeline system that cross the Mississippi River in East Carroll Parish, Louisiana, and Issaquena County, Mississippi. The project, referred to as the Mississippi River Levee Abandonment Project, also includes the abandonment and removal of an associated side valve and aboveground appurtenances. In 2001, the United States Army Corps of Engineers ("COE") initiated its Mississippi Levee Enlargement Project in which it planned to enlarge and upgrade approximately 18.1 miles of levees along the Mississippi River. As part of the Mississippi Levee Enlargement Project, the COE and the Fifth Louisiana Levee District upgraded and elevated the east and west levees on which the header piping for the Pipeline Segments are located. This work caused Tennessee's header piping to be located within the levees, creating the potential for passing water through the levees. As a result, the COE requested that Tennessee relocate the header piping on both the east and west levees. Because Tennessee does not currently rely on the Pipeline Segments to provide service to any customers, it proposes to abandon the Pipeline Segments beginning at the header on the east levee and ending at the header on the west levee in lieu of	Motion to Intervene.

Docket Number	Pipeline	Activity Date	Docket Description	Filing
CP09-68-000	Texas Eastern Transmission	3 /31/2009	On February 27, 2009, Texas Eastern Transmission, LP ("Texas Eastern") filed an Abbreviated Application for a Certificate of Public Convenience and Necessity and for Related Authorizations and Order Approving Abandonment regarding its proposed TEMAX and TIME III Projects. In addition, Texas Eastern submits an applicant-prepared Environmental Assessment for the proposed TEMAX and TIME III Projects. The TEMAX and TIME III Projects are two projects that Texas Eastern is proposing to construct during the same construction season. The projects are designed to provide additional firm pipeline capacity necessary to deliver incremental natural gas supplies, including Rocky Mountain supplies, to Northeast markets in the Mid-Atlantic and New England states seeking new sources of supply. The subject facilities will cost approximately $646.6 million. Texas Eastern requests authorization to charge individual initial incremental	Motion to Intervene.
CP09-80-000	Transcontinental Gas Pipe Line	3 /30/2009	On March 12, 2009, Transcontinental Gas Pipe Line, LLC submitted advance notification for proposed facility replacements. Transco proposed to replace three units including two DeLaval steam turbines and one GE Frame 3 gas turbine totaling 16,560 horsepower at Station 70 in Walthall County, Mississippi. The estimated cost of the replacement is $20,578,515. Replacement is scheduled to start June 1, 2009 with a proposed	Piedmont Natural Gas filed a neutral intervention.
RP06-569-000		5 /15/2008	Filing of Section 4 General Rate Increase - Transco states that the proposed cost of service in this filing is $1,131,526,068, compared to a cost of service of $717,154,080 underlying Transco's current rates which the Commission found just and reasonable in Docket No. RP01-245. Transco states that the increase in cost of service is due to a number of factors including an increase in operation and maintenance expenses, an increase in depreciation rates, an increase in the rate base,	Testimony of Rich Flebbe Cross-Answer to Fortis Energy & South Jersey Resources. On behalf of WSS Customer Group.
RP08-295-000	Columbia Gas Transmission	4 /14/2008	Columbia Gas is filing a modification to their Rate Schedule SIT, which will allow nominations as long as they move a shippers imbalance closer to zero.	Motion to Intervene
RP08-305-000	Columbia Gulf Transmission	4 /14/2008	Columbia Gulf is filing to govern the testing and correction of meter errors to within a 1% tolerance.	Motion to Intervene
		4 /14/2008	Columbia Gulf is filing to govern the testing and correction of meter errors to within a 1% tolerance.	PNG files a neutral intervention.
RP08-317-000	Columbia Gas Transmission	4 /29/2008	Filing to allow Columbia to borrow or tender gas to a third party for Operational purposes.	Motion to Intervene

Docket Number	Pipeline	Activity Date	Docket Description	Filing
RP08-32-000	Transcontinental Gas Pipe Line	10/24/2008	Rate Schedule GSS Tracking Filing	Transco submitted for filing it's Penalty Sharing Report. PNG filed Neutral
RP08-338-000	Tennessee Gas Pipeline	5 /12/2008	On April 30, 2008, Tennessee Gas Pipeline submitted for filing tariff sheets to be made effective on June 1, 2008. Tennessee is submitting the tariff sheets to achieve the following: (1) to provide clarity to the nexus between Article XXVIII of the Tariff's General terms & Conditions ("GT&C") and Section 4.7 of Rate Schedule FT-A and Section 4.6 of Rate Schedule NET-284; and (2) to expand the Reduction Option provision described in Section 5.2 of Article XXVIII of the Tariff's GT&C to include reductions attributable to changes in Primary Points; and (3) to exclude certain changes in Primary Points from the requirements of an Open Season as described in Section 5 of Article XXVIII of the Tariff's GT&C.	Motion to Intervene.
RP08-347-000	Columbia Gulf Transmission	5 /12/2008	Columbia Gulf Transportation Retainage Adjustment Filing to become effective June 1, 2008. Columbia Gulf submitted its annual filing for the "Transportation Retainage Adjustment" provided for in Section 33 of the "General Terms and Conditions" of its Tariff. The filing was delayed by two months due to the need for Columbia to understand and quantify the potential impact on retainage rates caused by the damage done to the Hartsville Compressor Station by a tornado in February, 2008. As of December 31, 2007, Columbia Gulf was in a net 4,747,462 Dth under-recovery position. Columbia is seeking to implement a surcharge to each of the zone retainage factors and has asked Commission to allow them to amortize over three years instead of one year in order to minimize the increase to shippers. In addition, they are proposing a new methodology for assigning the company use gas (CUG) component of the surcharge. They want to assign the CUG component directly to the zones in which it was incurred to ensure customers in each zone bear their share of the over/under collection. Previously , Columbia Gulf allocated the CUG	Motion to Intervene, Comments and Request for a Technical Conference. More information is necessary regarding the nature of the Hartsville Compressor station outage and the calculation of gas losses attributable to the event. In addition, what actions were taken by Columbia Gulf to minimize the losses that resulted? Any losses associated with the Hartsville compressor outage that are eligible for recovery through insurance should be pursued and credited back to its customers in the same proportion they are being asked to compensate Columbia Gulf for the
RP08-398-000	East Tennessee Gas Transmission	6 /13/2008	East Tennessee Natural Gas, LLC ("East Tennessee") submitted for filing as part of its FERC Gas Tariff, Third Revised Volume No. 1, Fourth Revised Sheet 105 et al to be effective July 5, 2008. The purpose of this filing is to make miscellaneous clean-up changes to various	Motion to Intervene.

Docket Number	Pipeline	Activity Date	Docket Description	Filing
RP08-399-000	Texas Eastern Transmission	6 /13/2008	Texas Eastern Transmission, LP ("Texas Eastern") submits for filing as part of its FERC Gas Tariff, Seventh Revised Volume No. 1, Seventh Revised Sheet No. 211 et al to be effective July 5, 2008. The purpose of this filing is to make miscellaneous clean-up changes to various sections of the	Motion to Intervene.
RP08-401-000	Columbia Gas Transmission	6 /11/2008	Columbia Gas is attempting to clarify the use, the historic nature of and its ability to change without FERC approval, MLIs (Master List of Interconnect points) as identifiers of virtual scheduling points in the Tariff. They would like to add more MLIs in order to better manage its system by minimizing the impact of constraints on shippers who are not	Intervention
RP08-403-000		6 /11/2008	The complaint alleges that Columbia's announcement of delivery point changes stems from its implementation of a new computer system, and that existing firm shippers will be required to determine whether and how to match up new delivery points and contract quantities with the markets they are currently serving and have historically served, based on information that must be provided by Columbia and downstream purchasers, creating the prospect that their contracted firm delivery rights will no longer enable them to serve the markets for which they obtained the capacity. The Shippers thus ask FERC, among other things, to direct Columbia Gas to cease and desist from requiring shippers to request to shift primary delivery points and	Intervention
RP08-434-000	Texas Eastern Transmission	7 /8 /2008	On July 1, 2008, Texas Eastern Transmission, LP ("Texas Eastern") submitted Twenty-Seventh Revised Sheet No. 25 et al with a proposed effective date of August 1, 2008. Pursuant to Section 15.1, Electric Power Cost ("EPC") Adjustment, Texas Eastern files revised rates on a semi-annual basis for each applicable zone and rate schedule, based upon the projected annual EPC required for the operation of transmission compressor stations with electric prime movers.	Motion to Intervene.
RP08-435-000	Dominion Transmission	7 /14/2008	Filing to submit its annual report on penalty revenues.	Motion to Intervene
RP08-449-000	Transcontinental Gas Pipe Line	8 /1 /2008	Update to the list of WSS and WSS-Open Access Buyers.	Motion to Intervene

Docket Number	Pipeline	Activity Date	Docket Description	Filing
RP08-475-000	East Tennessee Gas Transmission	8 /6 /2008	On July 31, 2008, East Tennessee Natural Gas, LLC ("East Tennessee") submitted for filing Third Revised Sheet No. 401 to be effective September 1, 2008. The purpose of this filng is to revise East Tennessee's Tariff to clarify that negotiated rates may be less than, equal to, or greater than the	Motion to Intervene.
RP08-476-000	Texas Eastern Transmission	8 /6 /2008	On July 31, 2008, Texas Eastern Transmission, LP ("Texas Eastern") submitted for filing Fifth Revised Sheet No. 645 to be effective September 1, 2008. The purpose of this filing is to revise Texas Eastern's Tariff to clarify that negotiated rates may be less than, equal to, or greater than	Motion to Intervene.
RP08-487-000	East Tennessee Gas Transmission	8 /12/2008	On August 1, 2008, East Tennessee Natural Gas, LLC ("East Tennessee") submitted for filing Second Revised Sheet No. 313 et al to become effective August 1, 2008. The purpose of this filing is to (i) substitute an allocation methodology for available firm capacity that is based on "net present value" in lieu of first-come, first-served methodology, (ii) establish procedures for open seasons for new proposed capacity expansions, (iii) modify the standard timelines under which shippers may request available capacity, and (iv) set forth the terms upon which East Tennessee may reserve capacity for a planned future expansion and an interim service program for such capacity, consistent with the Commission	Motion to Intervene.
RP08-547-000		9 /5 /2008	On August 28, 2008, East Tennessee Natural Gas, LLC ("East Tennessee") submitted for filing Eighth Revised Sheet No. 20 et al with a proposed effective date of October 1, 2008. The purpose of this filing is to decrease the ACA unit charge from	Motion to Intervene.
RP08-551-000	Texas Eastern Transmission	9 /5 /2008	On August 28, 2008, Texas Eastern Transmission, LP ("Texas Eastern") submitted for filing Thirty Ninth Revised Sheet No. 26 et al with a proposed effective date of October 1, 2008. The purpose of the filing is to decrease the ACA unit charge from	Motion to Intervene.
RP08-552-000	Columbia Gulf Transmission	9 /2 /2008	Columbia Gulf - Annual ACA Filing	Filed a neutral intervention
RP08-555-000	Columbia Gas Transmission	9 /2 /2008	Columbia Gas annual ACA filing	Filed a neutral intervention.
RP08-569-000	Tennessee Gas Pipeline	9 /5 /2008	On August 29, 2008, Tennessee Gas Pipeline Company ("Tennessee") submitted for filing Thirty Seventh Revised Sheet No. 20 et al with a proposed effective date of October 1, 2008. The purpose of this filing is to decrease the ACA unit charge from \$0.0019 to \$0.0017.	Motion to Intervene.

Docket Number	Pipeline	Activity Date	Docket Description	Filing
RP08-614-000	Columbia Gas Transmission	9 /23/2008	Revise Sheet No. 30A to reflect the environmental cost recovery rates previously approved by the Commission which were inadvertently omitted in a later version of the tariff sheet.	Filed a neutral intervention
RP08-638-000	Dominion Transmission	10/8 /2008	On September 30, 2008, Dominion Transmission, Inc. (DTI) submits for filing Thirty-Sixth Revised Sheet No. 31 et al for inclusion in its FERC Gas Tariff. DTI requests an effective date of November 1, 2008, for its proposed tariff sheets. The purpose of this filing is to update DTI's effective Electric Power Cost Adjustment (EPCA), through the mechanism described in Section 17 of	Motion to Intervene.
	Hardy Storage	10/6 /2008	On September 30, 2008, Dominion Transmission, Inc. (DTI) submits for filing Thirty-Sixth Revised Sheet No. 31 et al for inclusion in its FERC Gas Tariff. DTI requests an effective date of November 1, 2008, for its proposed tariff sheets. The purpose of this filing is to update DTI's effective Electric Power Cost Adjustment (EPCA), through the mechanism described in Section 17 of	Filed a neutral intervention.
RP08-643-000	Transcontinental Gas Pipe Line	10/9 /2008	On September 30, 2008, Transcontinental Gas Pipe Line Corporation filed a redetermination of its fuel retention percentage applicable to Rae Schedules LG-A, LNG, and LG-S. The revised fuel retention percentage is based on Transco's actual gas required for operations (GRO) for the period September 2005 through August 2008 plus the balance accumulated in the Deferred GRO Account at August 31, 2008. Piedmont does not have Rate Schedules LG-A and LG-S, however a change in fuel retention percentage in Rate Schedule LNG will effect PNG. The fuel retention would change from 29.45% to	Filed a neutral intervention.
RP08-646-000	Dominion Transmission	10/8 /2008	On September 30, 2008, Dominion Transmission, Inc. (DTI) submits for filing Thirty-Seventh Revised Sheet No. 31 et al for inclusion in its FERC Gas Tariff. DTI requests an effective date of November 1, 2008, for its proposed tariff sheets. The purpose of this filing is to update DTI's effective Transportation Cost Rate Adjustment ("TCRA") through the mechanism described in Section 15 of the General Terms and	Motion to Intervene.

Docket Number	Pipeline	Activity Date	Docket Description	Filing
RP09-116-000	Tennessee Gas Pipeline	12/8 /2008	Tennessee Gas Pipeline Company ("Tennessee"), in accordance with Rate Schedule LMS-MA (Section 7) and Rate Schedule LMS-PA (Section 7) of its FERC Gas Tariff, Fifth Revised Volume No. I ("Tariff"), hereby submits its cashout report for the September 2007 through August 2008 period ("2008 Cashout Report").	Motion to Intervene.
RP09-133	Columbia Gas Transmission	12/4 /2008	In this filing, Columbia does two things. First, Columbia corrects an e,ror in its Tatiff by placing the correct version of Third Revised Sheet No. 406 into the Tariff. Second, Columbia revises that Third Revised Sheet No. 406 and Sheet No. 405, to more accurately reflect its practices as to the requirement for proof of processing and collection of processing retainage owed to the processing	Filed a neutral intervention.
RP09-141-000	Columbia Gulf Transmission	12/17/2008	The purpose of Columbia Gulf's filing is to implement a new firm daily delivery point scheduling service under Rate Schedule SVS (Scheduling Variance Service). Rate Schedule SVS is designed to tailor the way Columbia provides service to shippers that may require additional scheduling flexibility than is currently provided for under Columbia Gulf's Tariff.	Intervention & Protest - Columbia Gulf is proposing a new service that uses the same facilities that had been used, and paid for, by firm shippers prior to the imposition of scheduling penalties approved in Docket No. RP07-174. The new service provides shippers an additional variance quantity at delivery points not covered by no-notice service or an operational balancing agreement to avoid scheduling penalties. Shippers are already paying, through a fixed demand charge, all of Columbia Gulfs' costs for our contracted maximum daily quantity. The scheduling flexibility service that Columbia Gulf proposes was flexibility that was available to shippers prior to the approval of the scheduling penalties in Docket RP07-174. Shippers are now being asked to pay for flexibility that they previously possessed which may be unjust & unreasonable. Additionally, since the charges associated with this new proposed service are an "out of base rate case" increase, all incremental revenue collected by Columbia Gulf as a result of this new service should flow back to firm shippers until Columbia Gulfs' next

Docket Number	Pipeline	Activity Date	Docket Description	Filing
RP09-142-000	Columbia Gas Transmission	12/17/2008	The purpose of Columbia's filing is to implement a new firm daily delivery point scheduling service under Rate Schedule SVS (Scheduling Variance Service). Rate Schedule SVS is designed to tailor the way Columbia provides service to shippers that may require additional scheduling flexibility than is currently provided for under Columbia's tariff. This service will allow Columbia to meet the needs of shippes, such as power plants, who can have changes in load throughout the gas day and will enable these shippers to manage that load better. Rate Schedule SVS will be available to shippers with firm transportation services and will be allocated in accordance with the shipper's underlying transportation service agreement pursuant to Section 7 of the General Terms and Conditions ("GTC") of Columbia's tariff.	Intervention & Protest - Columbia Gas is proposing a new service using the same facilities that have been used, and paid for, by firm shippers prior to the imposition of scheduling penalties approved in Docket No. RP07-340. The proposed service would provide shippers an additional variance quantity at delivery points not covered by no-notice service or by an operational balancing agreement to avoid scheduling penalties. Piedmont is already paying, through a fixed demand charge, all of Columbia Gas' costs for its contracted maximum daily quantity. Columbia Gas' firm customers, as a whole, are now and historically have been paid for all the flexibility available on
RP09-169-000	Texas Eastern Transmission	12/23/2008	On October 18, 2006, in Docket No. RP07-27-000 ("October 2006 Filing"), Texas Eastern submitted revised tariff sheets to, among other things, modify the matrix contained in Exhibit C to the Form of Service Agreement for Rate Schedules CDS, FT-I and SCT to reflect Texas Eastern's business practice of reflecting on the exhibit to an executed service agreement only the quantities entering Texas Eastern's Market Area from the Access Area and the quantifies exiting from one Market Area to anothe~ Market Are~ The proposed modifications were accepted by a Commission letter order issued on November 16, 2008. Texas Eastern has determined that the columns in the Zone Boundary Exit Quantity matrix in each of those exhibits that would he used to identify the quantities for a backhaul agreement into zones MI-24 and M1-30 were inadvertently deleted during the preparation of the October 2006 Filing. Therefore, Texas Eastern is proposing to reinstate the deleted columns in order to provide a complete matrix in which to display the quantifies exiting f~om one Market Area to another Market Area.	Motion to Intervene.

Docket Number	Pipeline	Activity Date	Docket Description	Filing
RP09-193-000	Texas Eastern Transmission	1 /14/2009	On December 31, 2008, Texas Eastern Transmission, LP ("Texas Eastern") filed its Electric Power Cost Adjustment (EPCA). Texas Eastern filed revised rates on a semi-annual basis, effective each February 1 and August 1, for each applicable zone, rate schedule and incremental service, based on upon the projected annual electric power costs. This filing also reflects the EPC Surcharge for each applicable zone, rate schedule and incremental service, which is designed to clear the balance in the Deferred EPC Account and any sub-account.	Motion to Intervene.
RP09-194-000	Tennessee Gas Pipeline	1 /9 /2009	On December 31, 2008, Tennessee Gas Pipeline Company ("Tennessee") submitted tariff sheets to enhance the flexibility of shippers on Tennessee in their use of Tennessee's pooling points and to increase the liquidity of the supply area pools. Specifically, Tennessee is proposing the following enhancements: (1) a geographical bifurcation of its currently existing 100 Leg - Zone 0 Pool into a South Pool and a North Pool; (2) the option for Shippers with receipt points in three of the Supply Area Pooling Areas to aggregate nominations at the Pooling Area Point which is either the furthest downstream receipt point on Tennessee's mainline within the applicable Supply Area Pooling Area or the furthest downstream receipt point on Tennessee's mainline within the immediately upstream Supply Area Pooling Area; and (3) the option for Shippers to designate Pooling Area Points as primary points of receipt and/or delivery under Rate Schedules FT-A and FT-BH and as primary points of receipt under Rate Schedules	Motion to Intervene.
RP09-197-000	Columbia Gas Transmission	1 /8 /2009	Annual Penalty Revenue Crediting Report	Filed a neutral intervention.
RP09-207-000	Tennessee Gas Pipeline	1 /14/2009	On January 9, 2009, Tennessee Gas Pipeline Company ("Tennessee") filed Twelfth Revised Sheet No. 400 and Eleventh Revised Sheet No. 401 to remove a reference to Order 2004 and modify language in accordance with the new Order 717, Standards of Conduct for Transmission Providers. Tennessee proposes that the tariff sheets be made effective on February 9, 2009.	Motion to Intervene.

Docket Number	*Pipeline*	*Activity Date*	*Docket Description*	*Filing*
RP09-245-000	Transcontinental Gas Pipe Line	1 /29/2009	Order No. 712 required pipelines to file, within 180 days of the effectiveness of the Final Rule, revised tariff sheets to remove any inconsistent tariff provisions. The purpose of the filing is to incorporate into Transco's FERC Gas Tariff the modifications delineated by Order Nos. 712 and 712-A. The revised tariff sheets have the following revisions: 1.Section 3 of Rate Schedules LNG, WSS-Open Access, SS-1 Open Access, FT, FTN, ESS, and EESWS was changed to state that the maximum rate ceiling does not apply to releases with a term of one year or less that become effective on or after July 30, 2008. 2.Section 42 of the General Terms and Conditions is changed to: a. Add the posting requirements for releases to an asset manager or marketer participating in a state-approved retail program; b. Reflect the bidding exemption allowed for releases (i) of 31 days or less,(ii) greater than one year at maximum tariff rates, (iii) to an asset manager, or (iv) to a marketer participating in a state-regulated retail access program;c. Clarify the roll over provisions; d. Reflect that releases with a term greater than one year at rates lower than maximum tariff rates, or releases with a term greater than 31 days and less than or equal to one year, are subject to competitive bidding, unless such release is to an asset manager or a marketer participating in a state regulated retail access program; and, e. Incorporate the removal of the maximum rate ceiling for releases	Piedmont Natural Gas neutrally intervened.
RP09-274-000	Hardy Storage	2 /5 /2009	In compliance with Order No. 712, 2 Hardy has revised its Tariff consistent with the changes to the Commission's capacity release rules. Specifically, Hardy has revised its capacity release provisions to reflect: (a) the removal of the rate cap for releases for one year or less; and (2) the exemption from certain capacity release requirements for releases to asset managers and marketers in a state-mandated retail unbundling	Piedmont Natural Gas filed a neutral intervention.

Docket Number	Pipeline	Activity Date	Docket Description	Filing
RP09-275-000	Columbia Gulf Transmission	2 /5 /2009	In compliance with Order No. 712, Columbia Gulf has revised its Tariff consistent with the changes to the Commission's capacity release rules. Specifically, Columbia Gulf has revised its capacity release provisions to reflect: (a) the removal of the rate cap for releases for one year or less; and (2) the exemption from certain capacity release requirements for releases to asset managers and marketers in a state-	Piedmont filed a neutral intervention.
RP09-277-000	Dominion Transmission	2 /4 /2009	On January 26, 2009, Dominion Transmission, Inc. ("Dominion") files revised tariff sheets for inclusion in its FERC Gas Tariff in order to comply with the Commission's Order No. 712 and Order No. 712-A, which revised the Commission's capacity release regulations. Specifically, Order No. 712: (i) removed the maximum rate ceiling on short-term capacity releases, (ii) facilitated Asset Management Arrangements by relaxing the Commission's prohibition on tying and bidding requirements for certain capacity release transactions, and (iii) waived the prohibition on tying and bidding requirements for capacity releases made as part of state approved retail	Motion to Intervene.
RP09-280-000	Midwestern Gas Transmission	2 /9 /2009	On January 26, 2009, Midwestern Gas Transmission Company ("Midwestern") filed revised tariff sheets in order to comply with the Commission's directive to all pipelines in Order No. 712 to remove any tariff provisions inconsistent with the Commission's revised capacity release regulations. Midwestern's key revisions fall into four general categories: (1) removal of price caps for capacity releases of one year or less; (2) exemption from bidding any capacity release to an asset manager implementing an asset management arrangement (AMA), or to a marketer participating in a state-regulated retail access program; (3) prohibition of rollovers; and (4) posting information indicating whether a capacity release was made to an asset manager or marketer participating in a state-regulated retail	Motion to Intervene "Out-of-Time".
RP09-282-000	Tennessee Gas Pipeline	2 /4 /2009	On January 26, 2009, Tennessee Gas Pipeline Company ("Tennessee") files revised tariff sheets for inclusion in its FERC Gas Tariff in order to incorporate the modifications to the Commission's capacity release Regulations promulgated by Order Nos. 712 and 712-A. Tennessee proposes that the tariff sheets be made effective on	Motion to Intervene.

Docket Number	Pipeline	Activity Date	Docket Description	Filing
RP09-289-000	Columbia Gas Transmission	2 /5 /2009	The purpose of Columbia's filing is to clarify the notification and allocation procedures applicable to Columbia's Rate Schedule OPT C'Off Peak Transportation"). The proposed revisions will provide OPT shippers with a better understanding of what constitutes a day of interruption under Rate Schedule OPT and thus will provide for a more efficient and reliable use of this service.	Filed a neutral intervention. Piedmont does not currently have a contract with Columbia Gas under this rate schedule.
RP09-294-000		2 /5 /2009	In compliance with Order No. 712, Columbia has revised its Tariff consistent with the changes to the Commission's capacity release rules. Specifically, Columbia has revised its capacity release provisions to reflect: (a) the removal of the rate cap for releases for one year or less; and (2) the exemption from certain capacity release requirements for releases to asset managers and marketers in a state-mandated retail unbundling program.	Piedmont filed a neutral intervention.
RP09-315-000	East Tennessee Gas Transmission	2 /3 /2009	On January 30, 2009, East Tennessee Natural Gas, LLC ("East Tennessee") submitted Fourth Revised Sheet No. 306 and Fourth Revised Sheet No. 373 for inclusion in its FERC Gas Tariff to be made effective April 1, 2009. In response to a shipper's request for clarification and with the experience gained under the Enhanced Segmentation Program to date, East Tennessee is proposing herein certain tariff modifications, expanding the definition of Segmentable points and clarifying the requirements for Segmentable OBAs. Specifically, East Tennessee is proposing to modify the definition of "Segmentable Point" to clarify that any interconnection between East Tennessee and another pipeline or another storage facility is included within the Segmentable Point	Motion to intervene.
RP09-33-000	Columbia Gulf Transmission	10/31/2008	Columbia Gulf proposes to modify GT&C Section4.1(d) of its Tariff to provide the right for the Transporter and Shipper to agree to terminate an entire service agreement prior to its expiration date in addition to being able to renegotiate all or part of an existing agreement.	Filed a neutral intervention.

Docket Number	Pipeline	Activity Date	Docket Description	Filing
RP09-339-000	Tennessee Gas Pipeline	2 /5 /2009	On February 3, 2009, Tennessee Gas Pipeline Company ("Tennessee") filed Tenth Revised Sheet No. 324 and Original Sheet No. 405F for inclusion in its FERC Gas Tariff. Tennessee proposes that the foregoing tariff sheets be made effective on March 5, 2009. Tennessee currently has no tariff mechanism to address the sale of capacity on an interim basis prior to commencement of service of that future service agreement where the interim capacity may otherwise be entitled to a right of first refusal ("ROFR"). Consistent with Commission precedent, Tennessee is now proposing to implement a provision that allows Tennessee to sell interim capacity without ROFR. In order to specifically address the selling of interim capacity without ROFR, Tennessee's proposed Tariff Sheet No. 405F adds a new Section 5.11 which clarifies the conditions under which Tennessee can sell interim capacity without ROFR. Tennessee's proposed Tariff Sheet No. 324 provides additional clarification of this ROFR	Motion to Intervene.
RP09-34-000	Transcontinental Gas Pipe Line	10/27/2008	Transco is submitting for filing revised tariff sheets with a proposed effective date of November 1, 2008. The purpose for the filing is to track rate changes attributable to storage services purchased from Dominion Transmission, Inc. (Dominion) under Dominion's Rate Schedule GSS, the costs of which are included in the rates and charges payable under Transco's Rate Schedules GSS and LSS. Transco claims that the filing is being made pursuant to the tracking provisions under its Rate Schedules for GSS and LSS services.	Piedmont Natural Gas filed a Neutral Intervention in regards to Transco's Rate Schedule LSS and GSS Tracking Filing.
RP09-346-000	Texas Eastern Transmission	2 /9 /2009	On February 5, 2009, Texas Eastern Transmission, LP ("Texas Eastern") filed revised tariff sheets in an effort to further streamline and improve the procedures for obtaining access to the LINK System by reducing the number of documents exchanged between Texas Eastern and any entity requesting access to the LINK System by providing for on-line execution of the LINK System Agreement and on-line submittal of the Local Security Administrator Designation information directly into the LINK System. Texas Eastern is proposing to modify Section 2 of the General Terms and Conditions ("GT&C") of the Tariff to incorporate these enhancements. In addition, Texas Eastern is proposing to: (1) modify GT&C Section 2.1(a) and the LINK System Agreement to reflect the addition of Moss Bluff Hub, LLC as a party to the agreement; and (2) correct a section	Motion to Intervene.

Docket Number	Pipeline	Activity Date	Docket Description	Filing
RP09-347-000	East Tennessee Gas Transmission	2 /9 /2009	On February 5, 2009, East Tennessee Natural Gas, LLC ("East Tennessee") filed revised tariff sheets in an effort to further streamline and improve the procedures for obtaining access to the LINK System by reducing the number of documents exchanged between East Tennessee and any entity requesting access to the LINK System by providing for on-line execution of the LINK System Agreement and on-line submittal of the Local Security Administrator Designation information directly into the LINK System. East Tennessee is proposing to modify Section 2 of the General Terms and Conditions ("GT&C") of the Tariff to incorporate these enhancements. In addition, East Tennessee is proposing to modify GT&C Section 2.1(a) and the LINK System Agreement to reflect the addition of Moss Bluff	Motion to Intervene.
RP09-352-000	Midwestern Gas Transmission	2 /17/2009	On February 6, 2009, Midwestern Gas Transmission Company ("Midwestern") submitted revised tariff sheets for filing for the purposes of implementing a new rate schedule pursuant to Midwestern's blanket transportation certificate, Rate Schedule FT-C (Conditional) ("FT-C Service"). The purpose of this filing is to implement a firm transportation service that is subject to curtailment based on compressor run-time limitations. Midwestern proposes an effective date of March 6, 2009 in order to ensure availability of Rate Schedule FT-C service in a timeframe compatible with the projected availability of the interconnect with REX as a receipt point.	Motion to Intervene.
RP09-354-000		2 /19/2009	On February 9, 2009, Midwestern Gas Transmission Company ("Midwestern") submitted Seventeenth Revised Sheet No. 237 and First Revised Sheet No. 237A with a proposed effective date of March 9, 2009. In anticipation of the pending interconnect between the Rockies Express Pipeline Company, LLC (REX) and Midwestern's facilities; Midwestern has entered into firm transportation service agreements with shippers that want to designate the REX interconnect as a	Motion to Intervene.
RP09-355-000	Transcontinental Gas Pipe Line	2 /20/2009	On February 10, 2009, Transcontinental Gas Pipeline, LLC ("Transco") filed revised tariff sheets to update Section 30 of the General Terms and Conditions of its Tariff in light of the Commission's issuance of Order 717, by removing references to "Energy Affiliates" and substituting references to "Marketing Function Employees." The revised tariff sheets are proposed to be effective March 14, 2009.	Piedmont Natural Gas filed a neutral intervention.

Docket Number	Pipeline	Activity Date	Docket Description	Filing
RP09-360-000	Dominion Transmission	2 /19/2009	On February 11, 2009, Dominion Transmission, Inc. ("DTI") filed revised tariff sheets in order to reflect appropriate changes and modified language in accordance with FERC Order No. 717, Standards of Conduct for Transmission Providers. DTI requests that these tariff sheets be made	Motion to Intervene.
RP09-370	Hardy Storage	2 /27/2009	On October 26, 2006, Hardy executed the Stipulation with all its customers to revise the initial rates approved by the Commission. Section 2.5 of the Stipulation requires Hardy to file revised tariff sheets setting forth the rates for Hardy's third year of service ("Year 3"), as adjusted to incorporate Hardy's actual cost of debt and to reduce the Year 3 base unit rate by $0.02. Accordingly, Hardy hereby submits revised Year 3	PNG files a neutral intervention.

Docket Number	Pipeline	Activity Date	Docket Description	Filing
RP09-37-000	Transcontinental Gas Pipe Line	11/12/2008	Transcontinental Gas Pipe Line Corporation ("Transco") submitted for filing Revised Sheet No. 166, Sixth Revised Sheet No. 167, and Fifth Revised Sheet No. 436 to its FERC Gas Tariff, Third Revised Volume No.1 ("Tariff"). The tariff sheets are proposed to be effective November 28, 2008. The purpose of this filing is to add provisions to Rate Schedule FT and to the Form of Service Agreement under Rate Schedule FT that will allow multiple affiliated shippers to be defined individually and collectively as the "Buyer" under a single FT service agreement. Transco also proposes to add a new Section 8.3 to Rate Schedule FT that will apply to eligible affiliated shippers (also referred to as "Principals") that are affiliated with a single agent or asset manager, provided the following conditions are met: 1. The Principals collectively meet the "shipper must have title" requirement; 2. The Principals are jointly and severally liable for all of the obligations under the contract; and, 3. The Principals agree to be treated collectively as one Buyer for nomination, billing, and allocation purposes under the contract. The Principals' designated agent may amend the service agreement to remove a Principal or to add a Principal that meets the requirements of Section 8.3 without using the capacity release procedures in Section 42 of the General Terms and Conditions of Transco's Tariff. However, the use of capacity under the service agreement by any unaffiliated party is allowed only by means of the Commission's capacity release regulations. Transco also proposes to include conforming language in the Form of Service Agreement under Rate Schedule FT. The new language, which includes blank spaces to be filled in with the individual names of the Principals and of the designated agent, will be incorporated into service agreements for shippers that meet the eligibility provisions of proposed Section 8.3 of Rate Schedule FT. Transco noted a service agreement entered into pursuant to the provisions proposed will conform in all other respects to Transco's pro forma Rate Schedule FT service agreement, with no additional	Piedmont Natural Gas filed a neutral intervention in Transco filing to revised FT Rate Schedule and Form of Service

Docket Number	Pipeline	Activity Date	Docket Description	Filing
			or different terms of service that are unavailable	Agreement.
RP09-375	Columbia Gas Transmission	3 /4 /2009	Columbia proposes to modify General Terms and Conditions Section 4.1(d) of its Tariff to provide that in addition to the right to renegotiate all or part of an existing service agreement under Section 4.1(b), Transporter and Shipper may agree to terminate an entire service agreement prior to its expiration date. Columbia recognizes that "a Shipper's fight to reduce or terminate, its contract demand before the expiration of its contract is a valuable fight, since it can enable the Shipper to avoid significant liability for f~ture reservation charges. Such a valuable right must be granted in a not unduly discriminatory manner." Tennessee Gas Pipeline Co., 97 FERC ¶ 61,225 at p. 62,029-30 (2001). Consequently, terminations would be agreed to on a not unduly discriminatory basis.	Filed a neutral intervention.
RP09-391		3 /9 /2009	Annual ECPA filing	Filed a neutral intervention.
RP09-393		3 /9 /2009	Annual RAM filing	Filed a neutral intervention.
RP09-397		3 /9 /2009	Annual TCRA filing	Filed a neutral intervention
RP09-402-000	Transcontinental Gas Pipe Line	3 /11/2009	On February 27,2009 Transcontinental Gas Pipe Line Company, LLC submitted revised tariff sheets which reflect redetermination of its fuel retention percentages applicable to transportation and storage rate schedules. The revised tariff sheets are proposed to be effective April 1, 2009.	Piedmont Natural Gas filed a neutral intervention.
RP09-410-000		3 /11/2009	On February 27,2009 Transcontinental Gas Pipe Line Company, LLC submitted revised tariff sheets reflecting net changes in the Transmission Electric Power (TEP) rates. The revised tariff sheets are proposed to be effective April 1, 2009.	Piedmont Natural Gas filed a neutral intervention.
RP09-42-000	Hardy Storage	11/12/2008	Hardy Storage submitted its annual Retainage Adjustment Mechanism (RAM) filing.	Motion to intervene, protest and request for technical conference: Piedmont is protesting based on the fact that the (LAUF) "Lost And Unaccounted For" gas that was under-collected appears to be excessive and the root cause is unknown. In a previous retainage filing on another of NiSource's pipelines (Columbia Gulf), excessive LAUF quantities was also an issue and the root cause was unknown. Piedmont is questioning the accounting practices and systems in place at NiSource for the proper tracking of LAUF.

Docket Number	Pipeline	Activity Date	Docket Description	Filing
RP09-423	Columbia Gulf Transmission	3 /11/2009	Columbia Gulf submits its annual filing pursuant to the provisions of Section 33, "Transportation Retainage Adjustment" (TRA), of the General Term and Conditions ("GTC') of its Tariff. This filing also reflects the requirements of the Commission's Order issued February 20, 2009 in Docket No. RP08-347. Columbia Gulf submits this TRA filing and requests a one-time waiver of GTC Section 33.2 until July 1, 2009 for the effective date of the attached Tariff,sheets. The requested waiver for a 3-month extension of the effective date (to July 1, 2009) will facilitate the continuation of the discussions with customers. This will provide time for Columbia Gulf and its customers to focus their resources on these discussions, whose results could dramatically change the annual TRA filing. If Columbia Gulf and its customers are able to agree to an alternative retainage recovery mechanism, then Columbia Gulf will submit that proposal to the Commission for review and approval. If, however, Columbia Gulf and its customers are unable to reach agreement, then Columbia Gulf will file to move these rates into effect on or before July 1, 2009. Columbia Gulf requests permission to place these rates into effect earlier than July 1, 2009 if the discussions with customers do not bear fruit. In addition, if warranted by conditions, including the extent of the under-recovery that may accrue during the waiver period, Columbia Gulf reserves the right to file an out of period (Periodic TRA Filing) as permitted by	Protest: In Columbia Gulf's 2009 TRA Filing they were required by previous FERC order to include an investigative report detailing the scope and outcome of its LAUF investigation and its responses to that investigation.1 While Columbia Gulf provides an explanation in the TRA Filing that their investigation leads them to conclude that the unusual level of LAUF experienced in itslast TRA filing appears to be a direct result of differing measurement technologies between receipt meters (ultrasonic) and the delivery meters (orifice), the information included in Columbia Gulf's filing is insufficient to support its explanation or conclusion in this regard. Specifically, Columbia Gulf fails to include in its report quantitative information, such as relevant flow data, to support the conclusions proffered regarding unusual levels of LAUF gas. If the explanation for the unusual LAUF levels is inconsistent measurement equipment technology, as Columbia Gulf contends, and Columbia Gulf is aware of the solution, rather than continuing to charge customers unreasonable LAUF charges, it is Columbia Gulf's responsibility to repair or replace the suspect delivery meters. Moreover, in light of the fact that Columbia Gulf delivers large quantities of gas to its affiliated downstream pipeline, Columbia Gas Transmission, Columbia Gulf's assertion that the LAUF problem on its system is a result of the delivery meters improperly measuring the gas delivered creates the strong likelihood that a substantial portion of the natural gas previously classified as LAUF by Columbia Gulf may, in fact, have been delivered into the Columbia Gas system. It is obviously unjust and unreasonable for Columbia Gulf to recover from its customers gas supplies denominated as "lost" if those supplies were

Docket Number	Pipeline	Activity Date	Docket Description	Filing
RP09-425-000	Dominion Transmission	3 /10/2009	On February 27, 2009, Dominion Transmission, Inc. ("DTI") submitted for filing First Revised Sheet No. 41 for inclusion in its FERC Gas Tariff, Third Revised Volume No. 1. DTI requests an effective date of April 1, 2009, for the revised tariff sheet. The purpose of this filing is to comply with the Commission's September 14 Order requiring DTI to submit revised actual tariff sheets between 60 and 30 days prior to commencing service. Consistent with its application, DTI proposes to commence storage services associated with the USA Storage Project on April 1,	Motion to Intervene.
RP09-461-000		3 /31/2009	On March 19, 2009, Dominion Transmission, Inc. ("DTI") filed revised tariff sheets in order to reflect the insertion of the necessary blanks and/or descriptive language in its FT/FTNN and GSS forms of service agreements to identify the situations in which DTI and its customers may agree to a term/provision pursuant to authority already established in its tariff. DTI requests that the tariff sheets be allowed to become effective	Motion to Intervene.
RP09-52-000	Transcontinental Gas Pipe Line	11/12/2008	Transcontinental Gas Pipeline submitted filing First Revised Sheet No. 40R, Original Sheet No. 40S, and Sheet Nos. 40T - 40Y for inclusion in its FERC Gas Tariff, Third Revised Volume No. 1. The revised tariff sheets are submitted in compliance with ordering paragraph (B) of the Federal Energy Regulatory Commission's ("Commission") order issued October 23, 2008 ("October 23 Order"). The proposed effective date of the tariff sheets is the later of December 1, 2008 or the in-service date of the Sentinel Expansion Project ("Sentinel" or "Project") Phase 1	Piedmont Natural Gas filed a neutral intervention in relation to Transco Compliance Filing Sentinel Expansion Project.
RP09-53-000	Dominion Transmission	11/13/2008	On November 3, 2008, Dominion Transmission, Inc. ("DTI") submitted Second Revised Sheet No. 1 et al to FERC Gas Tariff, Third Revised Volume No. 1, to be effective December 4, 2008 under RP09-53-000. The purpose of this filing is to comply with the Commission's October 7 Order requiring DTI to submit revised actual tariff sheets, consistent with the June 16 Order, between 60 and 30 days prior to the proposed services going into effect. In addition, the June 16 Order required DTI to revise its tariff to clarify the scheduling priority of GSS-E authorized overruns.	Motion to Intervene.

Docket Number	Pipeline	Activity Date	Docket Description	Filing
RP09-57-000	Texas Eastern Transmission	11/13/2008	On November 3, 2008, Texas Eastern Transmission, LP ("Texas Eastern") submitted Twenty-Ninth Revised Sheet 25 et al to FERC Gas Tariff, Seventh Revised Volume 1 and First Revised Volume 1 under RP09-57-000. Texas Eastern is proposing reductions in the ASA Percentages for system customers. Texas Eastern is also proposing to refund approximately $13.9 million on an annual basis to customers by means of an ASA Surcharge rate credit on its customers' invoices commencing December 1, 2008 in order to clear the net credit balance in the ASA Deferred Account as of August 31, 2008.	Motion to Intervene.
RP09-66-000		11/21/2008	Texas Eastern Transmission, LP ("Texas Eastern") submitted First Revised Sheet No. 981 et al for inclusion its FERC Gas Tariff to be effective 12/12/08 under RP09-66. The purpose of this filing is to modify the Forms of Service Agreement for Rate Schedules FTS and FTS-2 contained in the Texas Eastern Tariff to provide for extensions for five years of existing FTS and FTS-2 Service Agreements beyond the fixed termination dates specified in the current Forms of Service Agreements beyond the fixed termination dates specified in the current Forms of Service Agreement to October 31, 2014 for Rate Schedule FTS service and March 31, 2014 for Rate Schedule FTS-2 service. In addition, Texas Eastern proposes a new evergreen provision for any such extensions similar to the provision included in Texas Eastern's other such firm transportation Rate Schedules FTS-4, FTS-5, FTS-	Motion to Intervene.

Docket Number	Pipeline	Activity Date	Docket Description	Filing
RP09-70-000	Texas Eastern Transmission	11/21/2008	Texas Eastern Transmission, LP ("Texas Eastern") submitted Second Revised Sheet No. 380 et al to FERC Gas Tariff, eventh Revised Volume No. 1, to be effective 1/1/09 under RP09-70. Texas Eastern and East Tennessee are proposing to make fairly extensive revisions to their capacity release provisions and business practices. Both companies use the LINK System, as do Algonquin Gas Transmission, Eagan Hub Storage, Maritimes & Northeast Pipeline, and Saltville Gas Storage Company. The filings indicate that these companies also will be submitting similar tariff revisions. The proposed revisions can be grouped into the following categories: 1) general information; 2) notice to release capacity/customer notice; 3) posting requirements; 4) biddable releases; 5) non-biddable releases; 6) bidding on posted releases; 7) bid evaluation and awarding of capacity; 8) rights and obligations of parties; 9) obligations related to storage releases; 10) recalls; 11) capacity request notice; 12) NAESP WGQ Standards; and 13) miscellaneous modifications.	Motion to Intervene.
		11/25/2008	Texas Eastern Transmission, LP ("Texas Eastern") submitted Second Revised Sheet No. 380 et al to FERC Gas Tariff, eventh Revised Volume No. 1, to be effective 1/1/09 under RP09-70. Texas Eastern and East Tennessee are proposing to make fairly extensive revisions to their capacity release provisions and business practices. Both companies use the LINK System, as do Algonquin Gas Transmission, Eagan Hub Storage, Maritimes & Northeast Pipeline, and Saltville Gas Storage Company. The filings indicate that these companies also will be submitting similar tariff revisions. The proposed revisions can be grouped into the following categories: 1) general information; 2) notice to release capacity/customer notice; 3) posting requirements; 4) biddable releases; 5) non-biddable releases; 6) bidding on posted releases; 7) bid evaluation and awarding of capacity; 8) rights and obligations of parties; 9) obligations related to storage releases; 10) recalls; 11) capacity request notice; 12) NAESP WGQ Standards; and 13) miscellaneous modifications.	Piedmont submits comments and requests that the Commission convene a technical conference to consider Texas Eastern's proposed tariff revisions, its proposed changes to the LINK System and its business practices. Because of the breadth of the changes proposed by Texas Eastern, it is not clear how customer rights are being affected by these proposed changes. A technical conference would allow Texas Eastern to answer customers' questions and resolve any confusion among the involved

Docket Number	*Pipeline*	*Activity Date*	*Docket Description*	*Filing*
RP09-70-000	Texas Eastern Transmission	1 /21/2009	Texas Eastern Transmission, LP ("Texas Eastern") submitted Second Revised Sheet No. 380 et al to FERC Gas Tariff, eventh Revised Volume No. 1, to be effective 1/1/09 under RP09-70. Texas Eastern and East Tennessee are proposing to make fairly extensive revisions to their capacity release provisions and business practices. Both companies use the LINK System, as do Algonquin Gas Transmission, Eagan Hub Storage, Maritimes & Northeast Pipeline, and Saltville Gas Storage Company. The filings indicate that these companies also will be submitting similar tariff revisions. The proposed revisions can be grouped into the following categories: 1) general information; 2) notice to release capacity/customer notice; 3) posting requirements; 4) biddable releases; 5) non-biddable releases; 6) bidding on posted releases; 7) bid evaluation and awarding of capacity; 8) rights and obligations of parties; 9) obligations related to storage releases; 10) recalls; 11) capacity request notice; 12) NAESP WGQ Standards; and 13) miscellaneous modifications.	On January 21, 2009, Piedmont Natural Gas filed comments on its belief that the Commission should require that asset managers receive the same discounts provided to primary firm shippers releasing capacity for the purpose of facilitating an AMA. The failure to provide for the "flow-through" of such discounts will impede asset management transactions, contrary to the policies articulated by the Commission in Order No. 712. Texas Eastern further asserts that it will continue to "deal with the issue of passing-through of discounted or negotiated commodity and fuel rates to replacement customers on a case-by-case basis," which, it states, conforms to "[t]he Commission's longstanding policy." This position is, of course, not responsive to the issue raised by Piedmont and would leave firm shippers on the Texas Eastern system at risk for whatever determinations Texas Eastern might make with respect to "flow-
RP09-76-000	East Tennessee Gas Transmission	11/21/2008	East Tennessee Natural Gas, LLC ("East Tennessee") submitted Fifth Revised Sheet No. 339 et al to FERC Gas Tariff to be effective 1/1/09 under RP09-76. East Tennessee and Texas Eastern are proposing to make fairly extensive revisions to their capacity release provisions and business practices. Both companies use the LINK System, as do Algonquin Gas Transmission, Eagan Hub Storage, Maritimes & Northeast Pipeline, and Saltville Gas Storage Company. The filings indicate that these companies also will be submitting similar tariff revisions. The proposed revisions can be grouped into the following categories: 1) general information; 2) notice to release capacity/customer notice; 3) posting requirements; 4) biddable releases; 5) non-biddable releases; 6) bidding on posted releases; 7) bid evaluation and awarding of capacity; 8) rights and obligations of parties; 9) obligations related to storage releases; 10) recalls; 11) capacity request notice; 12) NAESP WGQ Standards; and 13)	Motion to Intervene.

Docket Number	Pipeline	Activity Date	Docket Description	Filing
RP09-76-000	East Tennessee Gas Transmission	11/25/2008	East Tennessee Natural Gas, LLC ("East Tennessee") submitted Fifth Revised Sheet No. 339 et al to FERC Gas Tariff to be effective 1/1/09 under RP09-76. East Tennessee and Texas Eastern are proposing to make fairly extensive revisions to their capacity release provisions and business practices. Both companies use the LINK System, as do Algonquin Gas Transmission, Eagan Hub Storage, Maritimes & Northeast Pipeline, and Saltville Gas Storage Company. The filings indicate that these companies also will be submitting similar tariff revisions. The proposed revisions can be grouped into the following categories: 1) general information; 2) notice to release capacity/customer notice; 3) posting requirements; 4) biddable releases; 5) non-biddable releases; 6) bidding on posted releases; 7) bid evaluation and awarding of capacity; 8) rights and obligations of parties; 9) obligations related to storage releases; 10) recalls; 11) capacity request notice; 12) NAESP WGQ Standards; and 13)	Piedmont submits comments and requests that the Commission convene a technical conference to consider East Tennessee's proposed tariff revisions, its proposed changes to the LINK System and its business practices. Because of the breadth of the changes proposed by East Tennessee, it is not clear how customer rights are being affected by these proposed changes. A technical conference would allow East Tennessee to answer customers' questions and resolve any confusion among the involved parties. Piedmont hereby respectfully requests the Commission, pursuant to the authority contained in its General Rules and Regulations, for good cause shown, to establish a technical conference to: 1) permit East Tennessee to provide the Commission and East Tennessee customers greater explanation and detail about its filing; 2) ensure the filing's consistency with Order No. 712-A; and 3) explore any
		11/25/2008	East Tennessee Natural Gas, LLC ("East Tennessee") submitted Fifth Revised Sheet No. 339 et al to FERC Gas Tariff to be effective 1/1/09 under RP09-76. East Tennessee and Texas Eastern are proposing to make fairly extensive revisions to their capacity release provisions and business practices. Both companies use the LINK System, as do Algonquin Gas Transmission, Eagan Hub Storage, Maritimes & Northeast Pipeline, and Saltville Gas Storage Company. The filings indicate that these companies also will be submitting similar tariff revisions. The proposed revisions can be grouped into the following categories: 1) general information; 2) notice to release capacity/customer notice; 3) posting requirements; 4) biddable releases; 5) non-biddable releases; 6) bidding on posted releases; 7) bid evaluation and awarding of capacity; 8) rights and obligations of parties; 9) obligations related to storage releases; 10) recalls; 11) capacity request notice; 12) NAESP WGQ Standards; and 13)	On November 25, 2008, Piedmont Natural Gas submitted comments and requested that the Commission convene a technical conference to consider East Tennessee's proposed tariff revisions, its proposed changes to the LINK System and its business practices. Because of the breadth of the changes proposed by East Tennessee, it is not clear how customer rights are being affected by these proposed changes. A technical conference would allow East Tennessee to answer customers' questions and resolve any confusion among the involved parties.

Docket Number	Pipeline	Activity Date	Docket Description	Filing
RP09-90-000	East Tennessee Gas Transmission	11/26/2008	In this docket, East Tennessee is seeking to modify the LINK System in an attempt to streamline the processing of requests for service received from potential customers. East Tennessee states that the enhancements will enable customers to view and/or print a complete version of its executed service agreement with the pipeline. Therefore, East Tennessee is proposing to discontinue the use of the Executable Contract Summary, which is a summary of various aspects of the firm service agreement between the Shipper and East Tennessee. East Tennessee is proposing to modify certain sections of the General Terms and Conditions in order to delete all references to the Executable Contract Summary for Rate Schedules FT-A, FT-	Motion to Intervene.
RP09-92-000	Dominion Transmission	11/26/2008	In this docket, Dominion seeks to revise mailing addresses and telephone numbers due to a recent relocation of DTI's principal offices and to remove expired negotiated rate agreements from DTI's FERC Gas Tariff. The negotiated contracts involve Virginia Power, PSEG, CenterPoint Energy, and Dominion Field	Motion to Intervene.
RP09-98-000	Texas Eastern Transmission	11/26/2008	In this docket, Texas Eastern is seeking to modify the LINK System in an attempt to streamline the processing of requests for service received from potential customers. Texas Eastern states that the enhancements will enable customers to view and/or print a complete version of its executed service agreement with the pipeline. Therefore, Texas Eastern is proposing to discontinue the use of the Executable Contract Summary, which is a summary of various aspects of the firm service agreement between the Shipper and Texas Eastern. Texas Eastern is proposing to modify certain sections of the General Terms and Conditions in order to delete all references to the Executable Contract Summary for Rate Schedules CDS, FT-1, SCT, LLFT, VKFT, MLS-1, SS-1, FSS-1, and SS.	Motion to Intervene.

EXHIBIT__(WCW-7)

RATE SCHEDULE 207
BALANCING, CASH-OUT, AND AGENCY AUTHORIZATION

Applicability
The provisions of this Rate Schedule 207 shall apply to all tariffed transportation services provided by the Company under Rate Schedules 213 and 214, as well as all transportation special contracts, unless expressly provided otherwise therein.

Limitations on Intra-month Imbalances
Receipts and deliveries of gas hereunder shall be at uniform rates of flow with no significant fluctuations or imbalances. Customers (or its Agent) are responsible to match daily gas deliveries into the Company's system with daily gas consumption by Customer as closely as possible. Any imbalances shall be corrected by the Customer (or its Agent), insofar as practicable, during the month in which they occur. Customers (or its Agent) are expected to proactively manage intra-month imbalances. Customer (or its Agent) may adjust its daily nominations during a month in order to correct any accumulated imbalance and maintain a monthly balance subject to the operating limitations of the Company. The Company reserves the right to limit the amount of such imbalances to avoid operating problems, comply with balancing requirements of the upstream pipeline(s), and to mitigate the need to acquire additional daily supply at prices that would adversely affect sales customers. The Customer (or its Agent) will be responsible for any imbalance charges assessed by upstream pipeline(s) in connection with any gas transported by the Customer under this Rate Schedule.

In the event Customer (or its Agent) fails to abide by the requirements set forth above, the Company shall have the right to curtail deliveries to Customer (Customers in a transportation pool operated by a single Agent will be curtailed on a pro rata basis based on nominated quantities) if an imbalance is negative or reducing Customer's nominated quantities if an imbalance is positive. The Customer will be responsible for any imbalance charges assessed by upstream pipeline(s) in connection with any gas transported by the Customer. The Company reserves the right to take other reasonable action to mitigate system operational problems. The Company will use its reasonable efforts to notify the Customer or the Customer's Agent before proceeding with a unilateral nomination reduction or delivery curtailment and will notify Customer of any reduction to Customer's nomination that has been instituted by the Company. The Company reserves the right to initiate Standby Sales Service if elected by the Customer pursuant to Rate Schedule 213 when, in the judgment of the Company, such action is necessary to reduce or eliminate operational problems resulting from the gas imbalances of the Customer. The Company will use reasonable efforts to notify the Customer or the Customers' Agent before initiating Standby Sales Service hereunder.

By 11:30 am Eastern Time on the fifth business day prior to the beginning of each month, the Customer must inform the Company of the nominating Agent for gas to be transported. If no notification to the contrary is provided, the Agent providing service during the prior month shall be deemed to be the nominating Agent by default. By 11:30 am Eastern Time on the fourth business day prior to the beginning of each month, the Customer shall submit a timely and valid nomination for transportation. Changes to nominations for gas transportation within the month are due by 11:30 am Eastern Time on the day prior to gas flow. Company will have no obligation to accommodate intraday nomination changes.

RATE SCHEDULE 207
BALANCING, CASH-OUT, AND AGENCY AUTHORIZATION

Balancing On Upstream Pipeline(s)
It shall be the Customer's responsibility to remain in balance on a daily and monthly basis with upstream pipeline(s) to avoid any assessment of penalties by such pipeline(s) against the Company. If the Company is assessed a penalty by an upstream pipeline, the Company shall have the right to pass-through all such penalties to the Customer or its Agent if the Customer has had an imbalance with the Company during the period for which the penalty was assessed.

Monthly Imbalance Resolution
Any differences between the monthly quantities delivered to the Company's city gate facilities for the account of the Customer monthly, and the monthly quantities consumed by the Customer as metered by the Company, shall be the monthly imbalance. The Percentage of Imbalance is defined as the monthly imbalance divided by the monthly quantities consumed by the customer. Unless the Company and Customer agree to correct imbalances "in kind," the imbalance shall be resolved monthly by "cashing out" the imbalances as they are known to exist at that time. If the Customer consumes more gas than it has delivered to the Company, the Customer will be deemed to be "short" by the amount of the deficiency, and the Company will sell the amount of the deficiency to the Customer by charging the price as specified below. If the Customer consumes less gas than has been delivered to the Company, the Customer will be deemed to be "long" by the amount of the surplus, and the Company will buy the amount of the surplus from the Customer by paying the price as specified below.

If the Customer's imbalance is less than or equal to 2% of the total monthly volume consumed, or if the total aggregated imbalance for the Agent is less than or equal to 2% of the total volume consumed by all of the Agent's Customers in that transportation pool, then the price paid by the Company if the imbalance is long or the price paid by the Customer (or Agent) if the imbalance is short will be the sum of (a) the average of all published indices for the month as published in Natural Gas Week as stated in the "Gas Price Report" table under "Louisiana, Gulf Coast, Onshore, Spot Delivered to Pipeline" plus (b) the rate under Transcontinental Gas Pipe Line's Rate Schedule IT, including applicable fuel and surcharges, for service from Zone 3 to Zone 5.

If the Customer's Percentage of Imbalance is more than 2%, or if the total aggregated Percentage of Imbalance for the Agent is more than 2% for all of the Agent's Customers in that transportation pool, then the price paid by the Company if the imbalance is long is the lower of the monthly index price listed in Platts Inside FERC's Gas Market Report for Transcontinental Gas Pipe Line Zone 3 deliveries plus applicable fuel and FT variable charges under Transcontinental Gas Pipe Line's Rate Schedule FT for service from Zone 3 to Zone 5 or the lowest weekly index price listed in Natural Gas Week's Gas Price Report "Delivered to Pipeline" for volumes listed under Louisiana – Gulf Coast, Onshore plus applicable fuel and FT variable charges under Transcontinental Gas Pipe Line's Rate Schedule FT for service from Zone 3 to Zone 5. If Customer (or Agent) imbalance is short, then the price paid by the Customer (or Agent) will be the higher of the monthly index price listed in Platts Inside FERC's Gas Market Report for Transcontinental Gas Pipe Line Zone 3 deliveries plus applicable fuel and IT variable charges under Transcontinental Gas Pipe Line's Rate Schedule IT for service from Zone 3 to Zone 5 or the highest weekly index price listed in Natural Gas Week's Gas Price Report "Delivered to Pipeline" for volumes listed under Louisiana -- Gulf Coast, Onshore plus applicable fuel and IT variable charges under Transcontinental Gas Pipe Line's Rate Schedule IT for service from Zone 3 to Zone 5.

If the Percentage of Imbalance for the Customer (or Agent) is "short" by more than 2%, the price paid by the Customer (or Agent) to the Company for each dekatherm of the total deficiency will be equal to the price listed above for short imbalances times the premium percentage corresponding to the percentage of the deficiency listed in the table below.

If the Percentage of Imbalance for the Customer (or Agent) is "long" by more than 2%, the price paid by the Company to the Customer (or Agent) for each dekatherm of the total surplus will be equal to the price listed above for long imbalances times the discount percentage corresponding to the percentage of the surplus listed in the table below.

Percentage of the Imbalance	Short (Premium)	Long (Discount)
Over 2% & equal to or less than 5%	110%	90%
Over 5% & equal to or less than 10%	120%	80%
Over 10% & equal to or less than 15%	130%	70%
Over 15% & equal to or less than 20%	140%	60%
Over 20%	150%	50%

Agency Authorization Form

Certain Rate Schedules permit a Customer to appoint a Customer's Agent to act on its behalf with respect to nominations, imbalance resolution, and/or billing. Customer shall authorize a Customer's Agent by executing an Agency Authorization Form in the form attached to this Rate Schedule. In order to be considered a Customer's Agent, a third party must execute and be in compliance with all of the terms of the Customer Agent Agreement form set forth in Appendix B to the Company's Service Regulations. To the extent that the Agent appointed by the Customer is common to other Customers of the Company, the Company will permit such Agent to aggregate all such qualifying Customers' transportation quantities for purposes of administering service to such Agent. Once a Customer has designated an Agent, the Agent is then authorized to act on behalf of that Customer and as such, the Agent will be considered as the Customer in all corresponding references contained within this Rate Schedule. The Customer may not change Agents within the calendar month without the permission of the Company, unless the Agent's right to conduct business has been suspended by the Company, in which case, the Customer may act without an Agent or may provide written notice to the Company of the new Customer's Agent designated by the Customer. The Company will provide reasonable notice to Customer in the event of any suspension of Customer's Agent and will provide copies to Customer, on an expeditious basis and by electronic or other means, of any formal notices issued to the Customer's Agent. All Agents must utilize the electronic means made available by the Company in order to submit nominations. The Company may recover from the Agent all costs incurred in providing the Agent access to the electronic bulletin board.

RATE SCHEDULE 207
BALANCING, CASH-OUT, AND AGENCY AUTHORIZATION

Applicable Documents Defining Obligations of the Company and Its Customers
Service under this Rate Schedule is subject to the Rules and Regulations of the Public Service Commission of South Carolina (the "Commission Rules") and to the Company's Service Regulations. Among other things, the Commission Rules and the Company's Service Regulations permit the interruption or curtailment of service under certain conditions, including events of force majeure and operating conditions. A copy of the Commission's Rules may be obtained from the Commission's Chief Clerk at the Public Service Commission of South Carolina, Koger Executive Center, Saluda Building, 101 Executive Center Drive, Columbia, SC 29210 upon payment of the applicable fee. The Company's Service Regulations may be obtained at each of the district offices of the Company. Unofficial copies of the Company's Service Regulations are available at the Company's Web page at www.piedmontng.com.

RATE SCHEDULE 207
BALANCING, CASH-OUT, AND AGENCY AUTHORIZATION

AGENCY AUTHORIZATION FORM

EFFECTIVE DATE ____________________

CUSTOMER ____________________

NAME OF FACILITY ____________________

ACCOUNT NUMBER (S) ____________________

AGENT ____________________

AGENT CONTACT ____________________ **PHONE #** ____________

This is to advise Piedmont Natural Gas Company that ____________________**(Customer)** has authorized ____________________**(Agent)** to act on its behalf for the following transactions:

_____nominations, ______imbalance resolution _______ billing,

of gas for the above listed account(s). Piedmont Natural Gas Company is hereby authorized to deal with the Agent directly, and the **CUSTOMER AND THE AGENT UNDERSTAND THAT THEY ARE RESPONSIBLE, JOINTLY AND SEVERALLY, FOR ANY AMOUNTS DUE PIEDMONT NATURAL GAS COMPANY ARISING UNDER THIS RATE SCHEDULE, PIEDMONT'S NORTH CAROLINA SERVICE REGULATIONS, OR AGENT'S CUSTOMER AGENT AGREEMENT** which are not paid on these accounts. Customer will provide Piedmont Natural Gas Company with a revised "AGENCY AUTHORIZATION FORM" at least five (5) business days prior to the beginning of the month for the accounts designated, unless the Agent's right to conduct business has been suspended by Piedmont Natural Gas Company without prior notice.

AUTHORIZED
SIGNATURE____________________
FOR THE CUSTOMER

AUTHORIZED
SIGNATURE____________________
FOR THE AGENT

Please Print
AGENT'S NAME____________________TITLE ____________________

PHONE # ____________________FAX # ____________________

MAILING ADDRESS
Please submit to: End User Transportation
Piedmont Natural Gas Company
P. O. Box 33068
Charlotte, N.C. 28233

OR

End User Transportation
Fax Number: (704) 364-8320

EXHIBIT__(WCW-8)

RATE SCHEDULE 213
LARGE GENERAL TRANSPORTATION SERVICE

Availability
For new Customers, gas service under this Rate Schedule is available in the area served by the Company in the State of South Carolina to any full requirements non-residential Customer whose average daily gas usage is reasonably anticipated to equal or exceed 50 dekatherms per day.

Reclassification of Customers between rate schedules will be based upon procedures set forth in the Company's Service Regulations as approved by the Public Service Commission of South Carolina (the "Commission").

Once a qualified Customer elects service under this Rate Schedule, all services will be provided under the terms and conditions of this Rate Schedule for a term extending through the following May 31. Subject to the requirements set forth above, a Customer may, subject to the consent of the Company, elect to discontinue service under this Rate Schedule and receive service under Rate Schedule 203 by giving written notice to the Company prior to March 1 of any year. The Company will not withhold such consent provided a) the Company continues to offer firm sales service under Rate Schedule 203 and b) the Company is able to acquire firm gas supplies and capacity under commercially reasonable terms and conditions. Proper notice having been provided and written consent received from the Company within 30 days thereafter, the Customer shall discontinue service under this Rate Schedule effective the first June 1 following the notice.

All gas delivered pursuant to this Rate Schedule shall be metered separately from any gas delivered under any of the Company's other rate schedules.

Applicability and Character of Service
The Company will redeliver gas received by the Company from upstream connecting pipeline(s) for the Customer's account under this Rate Schedule ~~on a day to day basis~~ in accordance with the Customer's scheduled and confirmed nominations and subject to ~~such maximum allowable daily deliveries and other operational conditions as may be specified in a service agreement between the Company and the Customer~~ Company's operating conditions. The Company reserves the right to suspend transportation service on any day, when in the Company's sole opinion, its operating conditions are such that suspension of service is necessary. ~~Receipts and deliveries of gas hereunder shall be at uniform rates of flow with no significant fluctuations or imbalances. Any imbalances shall be corrected by the Customer, insofar as practicable, during the month in which they occur. Customer may adjust its daily nominations during a month in order to correct any accumulated imbalance and maintain a monthly balance, subject to the operating limitations of the Company. The Company reserves the right to limit the amount of such imbalances to avoid operating problems and to comply with balancing requirements of the upstream pipeline(s). The Customer will be responsible for any imbalance charges assessed by upstream pipeline(s) in connection with any gas transported by the Customer under this Rate Schedule. The Company reserves the right to take reasonable action to mitigate system operational problems. The Company will use its best efforts to notify the Customer or the Customer's Agent before proceeding with a unilateral nomination reduction and will notify Customer of any reduction to Customer's nomination that has been instituted by the Company. The Company reserves the right~~

RATE SCHEDULE 213
LARGE GENERAL TRANSPORTATION SERVICE

Availability
For new Customers, gas service under this Rate Schedule is available in the area served by the Company in the State of South Carolina to any full requirements non-residential Customer whose average daily gas usage is reasonably anticipated to equal or exceed 50 dekatherms per day.

Reclassification of Customers between rate schedules will be based upon procedures set forth in the Company's Service Regulations as approved by the Public Service Commission of South Carolina (the "Commission").

Once a qualified Customer elects service under this Rate Schedule, all services will be provided under the terms and conditions of this Rate Schedule for a term extending through the following May 31. Subject to the requirements set forth above, a Customer may, subject to the consent of the Company, elect to discontinue service under this Rate Schedule and receive service under Rate Schedule 203 by giving written notice to the Company prior to March 1 of any year. The Company will not withhold such consent provided a) the Company continues to offer firm sales service under Rate Schedule 203 and b) the Company is able to acquire firm gas supplies and capacity under commercially reasonable terms and conditions. Proper notice having been provided and written consent received from the Company within 30 days thereafter, the Customer shall discontinue service under this Rate Schedule effective the first June 1 following the notice.

All gas delivered pursuant to this Rate Schedule shall be metered separately from any gas delivered under any of the Company's other rate schedules.

Applicability and Character of Service
The Company will redeliver gas received by the Company from upstream connecting pipeline(s) for the Customer's account under this Rate Schedule ~~on a day to day basis~~ in accordance with the Customer's scheduled and confirmed nominations and subject to ~~such maximum allowable daily deliveries and other operational conditions as may be specified in a service agreement between the Company and the Customer~~ Company's operating conditions. The Company reserves the right to suspend transportation service on any day, when in the Company's sole opinion, its operating conditions are such that suspension of service is necessary. ~~Receipts and deliveries of gas hereunder shall be at uniform rates of flow with no significant fluctuations or imbalances. Any imbalances shall be corrected by the Customer, insofar as practicable, during the month in which they occur. Customer may adjust its daily nominations during a month in order to correct any accumulated imbalance and maintain a monthly balance, subject to the operating limitations of the Company. The Company reserves the right to limit the amount of such imbalances to avoid operating problems and to comply with balancing requirements of the upstream pipeline(s). The Customer will be responsible for any imbalance charges assessed by upstream pipeline(s) in connection with any gas transported by the Customer under this Rate Schedule. The Company reserves the right to take reasonable action to mitigate system operational problems. The Company will use its best efforts to notify the Customer or the Customer's Agent before proceeding with a unilateral nomination reduction and will notify Customer of any reduction to Customer's nomination that has been instituted by the Company. The Company reserves the right~~

RATE SCHEDULE 213
LARGE GENERAL TRANSPORTATION SERVICE

~~to initiate Standby Sales Service if elected by the Customer, as described below, when, in the judgment of the Company, such action is necessary to reduce or eliminate operational problems resulting from the gas imbalances of the Customer. The Company will use reasonable efforts to notify the Customer or the Customers' Agent before initiating Standby Sales Service hereunder.~~

~~By 11:30 am Eastern Time on the fifth business day prior to the beginning of each month, the Customer must inform the Company of the nominating Agent for gas to be transported. If no notification to the contrary is provided, the Agent providing service during the prior month shall be deemed to be the nominating Agent by default. By 11:30 am Eastern Time on the fourth business day prior to the beginning of each month, the Customer shall submit a timely and valid nomination for transportation. Changes to nominations for gas transportation within the month are due by 11:30 am Eastern Time on the day prior to gas flow.~~

Balancing ~~On Upstream Pipeline(s)~~, Cash-Out and Agency Authorization

~~It shall be the Customer's responsibility to remain in balance on a daily and monthly basis with upstream pipeline(s) to avoid any assessment of penalties by such pipeline(s) against the Company. If the Company is assessed a penalty by an upstream pipeline, the Company shall have the right to pass through all such penalties to the Customer to the extent the Customer is responsible for causing the Company to be assessed such penalties.~~

Service Under this Rate Schedule shall be subject to all of the provisions and requirements of Rate Schedule 207, "Balancing, Cash-Out, and Agency Authorization."

~~**Monthly Imbalance Resolution**~~

~~Any differences between the quantities delivered to the Company's city gate facilities for the account of the Customer monthly, and the monthly quantities consumed by the Customer as metered, shall be the monthly imbalance. Unless the Company and Customer agree to correct imbalances "in kind," the imbalance shall be resolved monthly by "cashing out" the imbalances as they are known to exist at that time. If the Customer consumes more gas than it has delivered to the Company, the Customer will be deemed to be "short" by the amount of the deficiency, and the Company will sell the amount of the deficiency to the Customer by charging the price as specified below. If the Customer consumes less gas than has been delivered to the Company, the Customer will be deemed to be "long" by the amount of the surplus, and the Company will buy the amount of the surplus from the Customer by paying the price as specified below.~~

~~If the Customer's imbalance is less than or equal to 2% of the total monthly volume consumed, or if the total aggregated imbalance for the Agent is less than or equal to 2% of the total volume consumed by all of the Agent's Customers in that transportation pool, then the price paid by the Company if the imbalance is long or the price paid by the Customer (or Agent) if the imbalance is short will be the sum of (a) the average of all published indices for the month as published in Natural Gas Week as stated in the "Gas Price Report" table under "Louisiana, Gulf Coast, Onshore, Spot Delivered to Pipeline" plus (b) the rate under Transcontinental Gas Pipe Line's Rate Schedule IT, including applicable fuel and surcharges, for service from zone 3 to zone 5, for the months of November through March, or the commodity rate under Transcontinental Gas Pipe~~

RATE SCHEDULE 213
LARGE GENERAL TRANSPORTATION SERVICE

~~Line's Rate Schedule FT, including applicable fuel and surcharges, for service from zone 3 to zone 5 plus $0.05, for the months of April through October.~~

~~If the Customer (or Agent) is "short" by more than 2% of the monthly volume, the price paid by the Customer (or Agent) to the Company for each dekatherm of the total deficiency will be equal to the sum of (a) the highest index price for gas that month as posted in Natural Gas Week as stated in the "Gas Price Report" table under "Louisiana, Gulf Coast, Onshore, Spot Delivered to Pipeline" plus (b) the rate under Transcontinental Gas Pipe Line's Rate Schedule IT, including applicable fuel and surcharges, for service from zone 3 to zone 5, for the months of November through March, or the commodity rate under Transcontinental Gas Pipe Line's Rate Schedule FT, including applicable fuel and surcharges, for service from zone 3 to zone 5 plus $0.05, for the months of April through October times the premium percentage corresponding to the percentage of the deficiency listed in the table below.~~

~~If the Customer (or Agent) is "long" by more than 2% of the monthly volume, the price paid by the Company to the Customer (or Agent) for each dekatherm of the total surplus will be equal to the sum of (a) the lowest index price for gas that month as posted in Natural Gas Week as stated in the "Gas Price Report" table under "Louisiana, Gulf Coast, Onshore, Spot Delivered to Pipeline" plus (b) the rate under Transcontinental Gas Pipe Line's Rate Schedule IT, including applicable fuel and surcharges, for service from zone 3 to zone 5, for the months of November through March, or the commodity rate under Transcontinental Gas Pipe Line's Rate Schedule FT, including applicable fuel and surcharges, for service from zone 3 to zone 5 plus $0.05, for the months of April through October times the discount percentage corresponding to the percentage of the surplus listed in the table below.~~

~~Percentage of the Imbalance~~	~~Short (Premium)~~	~~Long (Discount)~~
~~Over 2% & equal to or less than 5%~~	~~100%~~	~~100%~~
~~Over 5% & equal to or less than 10%~~	~~120%~~	~~80%~~
~~Over 10% & equal to or less than 15%~~	~~130%~~	~~70%~~
~~Over 15% & equal to or less than 20%~~	~~140%~~	~~60%~~
~~Over 20%~~	~~150%~~	~~50%~~

~~**Agency Authorization Form**~~

~~A Customer may authorize an Eligible Agent to act on its behalf with respect to the nominations, imbalance resolution, and/or billing under this Rate Schedule by executing an Agency Authorization Form in the form attached to this Rate Schedule. In order to be considered an Eligible Agent, a third-party must execute and be in compliance with all of the terms of the Customer Agent Agreement form set forth in Appendix A to the Company's South Carolina Service Regulations. To the extent that the Agent appointed by the Customer is common to other Customers of the Company, the Company will permit such Agent to aggregate all such qualifying Customers' transportation quantities for purposes of administering service to such Agent. Once a Customer has designated an Agent, the Agent is then authorized to act on behalf of that Customer~~

RATE SCHEDULE 213
LARGE GENERAL TRANSPORTATION SERVICE

~~and as such, the Agent will be considered as the Customer in all corresponding references contained within this Rate Schedule. The Customer may not change Agents within the calendar month without the permission of the Company, unless the Agent's right to conduct business has been suspended by the Company, in which case, the Customer may act without an Agent or may provide written notice to the Company of the new Eligible Agent designated by the Customer. The Company will provide reasonable notice to Customer in the event of any suspension of Customer's Agent. All Agents must utilize the electronic means made available by the Company in order to submit nominations. The Company may recover from the Agent all costs incurred in providing the Agent access to the electronic bulletin board.~~

Standby Sales Service
The Customer may elect by written notice to the Company prior to March 1 of any year to purchase Standby Sales Service from the Company under this Rate Schedule for an annual period commencing the first June 1 following the notice. Customers that have purchased transportation service under this Rate Schedule without Standby Sales Service may elect such service in future annual periods only with the written consent of the Company received within 30 days of Customer's notice. Having made this election, the Customer may nominate gas supplies from third party providers or nominate gas supplies from the Company for delivery to the Customer at the Company's city gate. The Customer may activate the Standby Sales Service during any month by giving notice to the Company during the normal nomination process described above, or by default, if the Customer (or the Customer's Agent) fails to submit a timely and valid nomination for transportation service. In addition to paying the Standby Sales Service Charge each month and the Monthly Standby Index Price set forth below for quantities actually purchased hereunder, the Customer will utilize the transportation services and incur the charges otherwise applicable under this Rate Schedule to cause such gas supplies to be transported and delivered to the Customer's meter. The gas supply commodity price which the Customer shall pay for the gas supplied under this paragraph will be the Monthly Standby Index Price defined as follows:

The index price each month as first published in that month in Inside FERC's - Gas Market Report in the table titled "Prices of Spot Gas Delivered to Pipelines" under the heading "Transcontinental Gas Pipe Line Corp. - Zone 3 (pooling points)" in the column titled "Index". Applicable firm transportation part 284 tariff commodity charges, fuel and any other surcharges as defined in Transco's FERC approved tariffs from Transco's ~~zone~~ Zone 3 to ~~zone~~ Zone 5 will be added to the above index price.

If the Customer has made the annual election to receive Standby Sales Service, and the Customer (or Agent) properly submits a timely and valid nomination for transportation service, and, for whatever reason, the Customer (or Agent) fails to deliver to the Company adequate quantities of gas for the Customer's account, then the Company shall have the right, at its sole discretion, to initiate Standby Sales Service to the Customer. The price for such service shall be the same as set forth above except when the Company is required by such imbalance shortfall to purchase incremental volumes of gas supplies. In this case the Customer receiving Standby Sales Service

RATE SCHEDULE 213
LARGE GENERAL TRANSPORTATION SERVICE

will pay the higher of (on a daily basis) the Monthly Standby Index Price or the Daily Standby Index Price defined as the absolute high index price as published in Gas Daily for the day of consumption as stated in the "Daily Price Survey," "Louisiana - Onshore South," for "Transco, St. 65" in the column titled "Absolute." Applicable firm transportation part 284 tariff commodity charges, fuel and any other surcharges as defined in Transco's FERC approved tariffs from Transco's ~~zone~~ Zone 3 to ~~z~~Zone 5 will be added to the above index price. For days of consumption when the Gas Daily is not published, the Gas Daily price shall equal the price as published on the nearest subsequent day by Gas Daily.

The Customer shall also pay all applicable taxes, fees and assessments levied by governmental authorities having jurisdiction.

During the month that the Customer receives Standby Sales Service under this provision, the Company shall perform the necessary balancing activities related to such sales and therefore the monthly imbalance resolution provisions will not be applicable.

Gas cost variances related to the Standby Sales Service will be recorded in compliance with the Company's South Carolina Service Regulations Appendix A, Gas Cost Recovery Mechanism (the "GCRM"), except that the "benchmark" cost of gas will be the adjusted Monthly or Daily Standby index price as billed. Increments or decrements which may result from the procedures under the GCRM shall not apply to Standby Sales Service. Any increments or decrements applicable to Rate Schedule 213 shall be applicable to all quantities delivered under Rate Schedule 213, whether purchased from third parties or the Company as Standby Sales Service.

Rates and Charges

The rates to be charged for gas service pursuant to this Rate Schedule are set forth on the Company's "Rates and Charges" tariff sheet and may be viewed at the Company's Web Site at www.piedmontng.com. A copy of the "Rates and Charges" tariff sheet is also on file with the Commission and at each of the district offices of the Company. Rates are subject to adjustment from time to time with the approval of the Commission. The rates on file with the Commission shall prevail in the event of conflict with those rates viewed on the Company's Web Site. ~~The rates on file with the Commission shall prevail in the event of conflict with those rates viewed on the Company's Web Site.~~

Billing Demand

A Customer's billing demand determinant shall be the highest daily usage during the period from November 1 to March 31 of the previous winter period as metered and reported to the Company by the telemetering equipment installed by the Company. Changes to the Customer's billing demand determinant will become effective June 1 of each year.

For Customers commencing initial gas service under this Rate Schedule, the billing demand shall be the highest actual daily consumption to date during the partial year, but shall be a minimum of 500 therms. If a Customer has received gas service from the Company prior to receiving service

RATE SCHEDULE 213
LARGE GENERAL TRANSPORTATION SERVICE

under this Rate Schedule but does not have daily telemetered records to determine peak day usage as described above, the Company shall use 6% of that Customer's highest previous winter month's consumption for the billing demand determinate.

Volumetric Charges
The rate per therm shall be billed on the quantity of gas delivered by Company to Customer. Any adjustment to the quantity of gas delivered due to meter failure or inaccuracy of measurement shall be determined as approved in the Rules and Regulations of the Public Service Commission of South Carolina.

Payment of Bills
Bills are net and due upon receipt. Bills become past due 15 days after bill date.

Late Payment Charge
A late payment charge of one and a half percent (1½%) per month will be applied to all balances not paid prior to the next month's billing date.

Service Interruption and Curtailment
Gas service under this Rate Schedule is subject to the provisions contained within Rate Schedule 206, "Schedule for Limiting and Curtailing Service".

Applicable Documents Defining Obligations of the Company and Its Customers
Service under this Rate Schedule is subject to the Rules and Regulations of the Public Service Commission of South Carolina (the "Commission Rules") and to the Company's Service Regulations. Among other things, the Commission Rules and the Company's Service Regulations permit the interruption or curtailment of service under certain conditions, including events of force majeure and operating conditions. A copy of the Commission's Rules may be obtained from the Commission's Chief Clerk at the Public Service Commission of South Carolina, Koger Executive Center, Saluda Building, 101 Executive Center Drive, Columbia, SC 29210 upon payment of the applicable fee. The Company's Service Regulations may be obtained at each of the district offices of the Company. Unofficial copies of the Company's Service Regulations are available at the Company's Web page at www.piedmontng.com.

RATE SCHEDULE 213
LARGE GENERAL TRANSPORTATION SERVICE

~~**AGENCY AUTHORIZATION FORM**~~
~~**EFFECTIVE DATE**~~ ____________________

~~**CUSTOMER**~~ ____________________

~~**NAME OF FACILITY**~~ ____________________

~~**ACCOUNT NUMBER (S)**~~ ____________________

~~**AGENT**~~ ____________________

~~**AGENT CONTACT**~~ ____________________ ~~**PHONE #**~~ __________

~~This is to advise Piedmont Natural Gas Company that~~ ____________ ~~**(Customer)** has authorized~~ ____________ ~~**(Agent)** to act on its behalf for the following transactions:~~

____ ~~nominations,~~ ____ ~~imbalance resolution~~ ____ ~~billing,~~

~~of gas for the above listed account(s). Piedmont Natural Gas Company is hereby authorized to deal with the Agent directly, and the~~ ~~**CUSTOMER AND THE AGENT UNDERSTAND THAT THEY ARE RESPONSIBLE, JOINTLY AND SEVERALLY, FOR ANY AMOUNTS DUE PIEDMONT NATURAL GAS COMPANY ARISING UNDER THIS RATE SCHEDULE, PIEDMONT'S SOUTH CAROLINA SERVICE REGULATIONS, OR AGENT'S CUSTOMER AGENT AGREEMENT**~~ ~~which are not paid on these accounts. Customer will provide Piedmont Natural Gas Company with a revised "AGENCY AUTHORIZATION FORM" at least five (5) business days prior to the beginning of the month for the accounts designated, unless the Agent's right to conduct business has been suspended by Piedmont Natural Gas Company without prior notice.~~

~~AUTHORIZED~~ ~~AUTHORIZED~~
~~SIGNATURE~~ ____________ ~~SIGNATURE~~ ____________
~~FOR THE CUSTOMER~~ ~~FOR THE AGENT~~
~~**Please Print**~~
~~AGENT'S NAME~~ ____________ ~~TITLE~~ ____________

~~PHONE #~~ ____________ ~~FAX #~~ ____________

~~MAILING ADDRESS~~
~~**Please submit to:**~~ ~~End User Transportation~~ ~~End User Transportation~~
~~Piedmont Natural Gas Company~~ ~~OR~~ ~~Fax Number: (704) 364-8320~~
~~P. O. Box 33068~~
~~Charlotte, N.C. 28233~~

EXHIBIT__(WCW-9)

RATE SCHEDULE 214
INTERRUPTIBLE TRANSPORTATION SERVICE

Availability
For new Customers, gas service under this Rate Schedule is available in the area served by the Company in the State of South Carolina **on an interruptible basis** to any full requirements non-residential Customer whose average daily gas usage is reasonably anticipated to equal or exceed 50 dekatherms per day.

Reclassification of Customers between rate schedules will be based upon procedures set forth in the Company's Service Regulations as approved by the Public Service Commission of South Carolina (the "Commission").

Once a qualified Customer elects service under this Rate Schedule, all services will be provided under the terms and conditions of this Rate Schedule for a term extending through the following May 31. Subject to the requirements set forth above, a Customer may elect to discontinue service under this Rate Schedule and receive service under Rate Schedule 204 by giving written notice to the Company prior to April 1 of any year. Proper notice having been provided, the Customer shall discontinue service under this Rate Schedule effective the first June 1 following the notice.

All gas received pursuant to this Rate Schedule shall be metered separately from any gas received under any of the Company's other rate schedules.

Standby Alternate Fuel Capability
Customers purchasing gas pursuant to this Rate Schedule shall maintain, in useable condition, alternate fuel facilities with ample on-site alternate fuel capability for supplying 100% of the establishment's gas requirements during periods of gas interruption or curtailment. Such interruption or curtailment shall be immediately effective upon verbal or written notification by the Company and Customer shall refrain from using gas until permitted to do so by the Company. It is understood and agreed that the Company will have the right to suspend gas service without further notice to the Customer in the event Customer fails to curtail Customer's use of gas in accordance with the Company's notice of curtailment.

Applicability and Character of Service
The Company will redeliver gas received by the Company from upstream pipeline(s) for the Customer's account under this Rate Schedule in accordance with the Customer's scheduled and confirmed nominations and subject to the Company's operational conditions. The Company reserves the right to suspend service on any day, when in the Company's sole opinion; its operating conditions are such that suspension of service is necessary.

~~Receipts and deliveries of gas hereunder shall be at uniform rates of flow with no significant fluctuations or imbalances. Any imbalances shall be corrected by the Customer, insofar as practicable, during the month in which they occur. Customer may adjust its daily nominations during a month in order to correct any accumulated imbalance and maintain a monthly balance, subject to the operating limitations of the Company. The Company reserves the right to limit the amount of such imbalances to avoid operating problems and to comply with balancing~~

RATE SCHEDULE 214
INTERRUPTIBLE TRANSPORTATION SERVICE

~~requirements of the upstream pipeline(s). The Customer will be responsible for any imbalance charges assessed by upstream pipeline(s) in connection with any gas transported by the Customer~~

~~under this Rate Schedule. The Company reserves the right to take reasonable action to mitigate system operational problems. The Company will use its best efforts to notify the Customer or the Customer's Agent before proceeding with a unilateral nomination reduction and will notify the Customer of any reduction to Customer's nomination that has been instituted by the Company.~~

~~By 11:30 am Eastern Time on the fifth business day prior to the beginning of each month, the Customer must inform the Company of the nominating Agent for gas to be transported. If no notification to the contrary is provided, the Agent providing service during the prior month shall be deemed to be the nominating Agent by default. By 11:30 am Eastern Time on the fourth business day prior to the beginning of each month, the Customer shall submit a timely and valid nomination for transportation. Changes to nominations for gas transportation within the month are due by 11:30 am Eastern Time on the day prior to gas flow.~~

Balancing ~~On Upstream Pipeline(s)~~, Cash-Out and Agency Authorization

~~It shall be the Customer's responsibility to remain in balance on a daily and monthly basis with upstream pipeline(s) to avoid any assessment of penalties by such pipeline(s) against the Company. If the Company is assessed a penalty by an upstream pipeline, the Company shall have the right to pass-through all such penalties to the Customer to the extent the Customer is responsible for causing the Company to be assessed such penalties.~~
Service Under this Rate Schedule shall be subject to all of the provisions and requirements of Rate Schedule 207, "Balancing, Cash-Out, and Agency Authorization."

~~**Monthly Imbalance Resolution**~~

~~Any differences between the quantities delivered to the Company's city gate facilities for the account of the Customer monthly, and the monthly quantities consumed by the Customer as metered, shall be the monthly imbalance. Unless the Company and Customer agree to correct imbalances "in kind," the imbalance shall be resolved monthly by "cashing out" the imbalances as they are known to exist at that time. If the Customer consumes more gas than it has delivered to the Company, the Customer will be deemed to be "short" by the amount of the deficiency, and the Company will sell the amount of the deficiency to the Customer by charging the price as specified below. If the Customer consumes less gas than it has delivered to the Company, the Customer will be deemed to be "long" by the amount of the surplus, and the Company will buy the amount of the surplus from the Customer by paying the price as specified below.~~

~~If the Customer's imbalance is less than or equal to 2% of the total monthly volume consumed, or if the total aggregated imbalance for the Agent is less than or equal to 2% of the total volume consumed by all of the Agent's Customers in that transportation pool, then the price paid by the Company if the imbalance is long or the price paid by the Customer (or Agent) if the imbalance is short will be the sum of (a) the average of all published indices for the month as published in Natural Gas Week as stated in the "Gas Price Report" table under "Louisiana, Gulf Coast, Onshore, Spot Delivered to Pipeline" plus (b) the rate under Transcontinental Gas Pipe Line's Rate Schedule IT, including applicable fuel and surcharges, for service from zone 3 to zone 5, for~~

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~~the months of November through March, or the commodity rate under Transcontinental Gas Pipe Line's Rate Schedule FT, including applicable fuel and surcharges, for service from zone 3 to zone 5 plus $0.05, for the months of April through October.~~

~~If the Customer (or Agent) is "short" by more than 2% of the monthly volume, the price paid by the Customer (or Agent) to the Company for each dekatherm of the total deficiency will be equal to the sum of (a) the highest index price for gas that month as posted in Natural Gas Week as stated in the "Gas Price Report" table under "Louisiana, Gulf Coast, Onshore, Spot Delivered to Pipeline" plus (b) the rate under Transcontinental Gas Pipe Line's Rate Schedule IT, including applicable fuel and surcharges, for service from zone 3 to zone 5, for the months of November through March, or the commodity rate under Transcontinental Gas Pipe Line's Rate Schedule FT, including applicable fuel and surcharges, for service from zone 3 to zone 5 plus $0.05, for the months of April through October times the premium percentage corresponding to the percentage of the deficiency listed in the table below.~~

~~If the Customer (or Agent) is "long" by more than 2% of the monthly volume, the price paid by the Company to the Customer (or Agent) for each dekatherm of the total surplus will be equal to the sum of (a) the lowest index price for gas that month as posted in Natural Gas Week as stated in the "Gas Price Report" table under "Louisiana, Gulf Coast, Onshore, Spot Delivered to Pipeline" plus (b) the rate under Transcontinental Gas Pipe Line's Rate Schedule IT, including applicable fuel and surcharges, for service from zone 3 to zone 5, for the months of November through March, or the commodity rate under Transcontinental Gas Pipe Line's Rate Schedule FT, including applicable fuel and surcharges, for service from zone 3 to zone 5 plus $0.05, for the months of April through October times the discount percentage corresponding to the percentage of the surplus listed in the table below.~~

~~Percentage of the Imbalance~~	~~Short (Premium)~~	~~Long (Discount)~~
~~Over 2% & equal to or less than 5%~~	~~100%~~	~~100%~~
~~Over 5% & equal to or less than 10%~~	~~120%~~	~~80%~~
~~Over 10% & equal to or less than 15%~~	~~30%~~	~~70%~~
~~Over 15% & equal to or less than 20%~~	~~40%~~	~~60%~~
~~Over 20%~~	~~150%~~	~~50%~~

~~**Agency Authorization Form**~~

~~A Customer may authorize an Eligible Agent to act on its behalf with respect to the nominations, imbalance resolution, and/or billing under this Rate Schedule by executing an Agency Authorization Form in the form attached to this Rate Schedule. In order to be considered an Eligible Agent, a third-party must execute and be in compliance with all of the terms of the Customer Agent Agreement form set forth in Appendix A to the Company's South Carolina Service Regulations. To the extent that the Agent appointed by the Customer is common to other Customers of the Company, the Company will permit such Agent to aggregate all such qualifying Customers' transportation quantities for purposes of administering service to such Agent. Once a Customer has designated an Agent, the Agent is then authorized to act on behalf of that Customer~~

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~~and as such, the Agent will be considered as the Customer in all corresponding references contained within this Rate Schedule. The Customer may not change Agents within the calendar month without the permission of the Company, unless the Agent's right to conduct business has been suspended by the Company, in which case, the Customer may act without an Agent or may provide written notice to the Company of the new Eligible Agent designated by the Customer. The Company will provide reasonable notice to Customer in the event of any suspension of~~

~~Customer's Agent. All Agents must utilize the electronic means made available by the Company in order to submit Nominations. The Company may recover from the Agent all costs incurred in providing the Agent access to the electronic bulletin board.~~

Rates and Charges
The rates to be charged for gas service pursuant to this Rate Schedule are set forth on the Company's "Rates and Charges" tariff sheet and may be viewed at the Company's Web Site at www.piedmontng.com. A copy of the "Rates and Charges" tariff sheet is also on file with the Commission and at each of the district offices of the Company. Rates are subject to adjustment from time to time with the approval of the Commission. The rates on file with the Commission shall prevail in the event of conflict with those rates viewed on the Company's Web Site. ~~The rates on file with the Commission shall prevail in the event of conflict with those rates viewed on the Company's Web Site.~~

Volumetric Charges
The rate per therm shall be billed on the quantity of gas delivered by Company to Customer. Any adjustment to the quantity of gas delivered due to meter failure or inaccuracy of measurement shall be determined as approved in the Rule and Regulations of the Public Service Commission of South Carolina.

Payment of Bills
Bills are net and due upon receipt. Bills become past due 15 days after bill date.

Late Payment Charge
A late payment charge of one and a half percent (1 ½%) per month will be applied to all balances not paid prior to the next month's billing date.

Service Interruption and Curtailment
Gas service under this Rate Schedule is subject to the provisions contained within Rate Schedule 206, "Schedule for Limiting and Curtailing Service."

Applicable Documents Defining Obligations of the Company and Its Customers
Service under this Rate Schedule is subject to the Rules and Regulations of the Public Service Commission of South Carolina (the "Commission Rules") and to the Company's Service Regulations. Among other things, the Commission Rules and the Company's Service Regulations permit the interruption or curtailment of service under certain conditions, including events of force majeure and operating conditions. A copy of the Commission's Rules may be obtained from the Commission's Chief Clerk at the Public Service Commission of South Carolina, Koger

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Executive Center, Saluda Building, 101 Executive Center Drive, Columbia, SC 29210 upon payment of the applicable fee. The Company's Service Regulations may be obtained at each of the district offices of the Company. Unofficial copies of the Company's Service Regulations are available at the Company's Web page at www.piedmontng.com.

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~~**AGENCY AUTHORIZATION FORM**~~

~~**EFFECTIVE DATE**~~________________________

~~**CUSTOMER**~~____

~~**NAME OF FACILITY**~~____

~~**ACCOUNT NUMBER(S)**~~____

~~**AGENT**~~____

~~**AGENT CONTACT**~~____________________________ ~~**PHONE #**~~__________________

~~This is to advise Piedmont Natural Gas Company that~~ ______________~~**(Customer)** has authorized~~ _______________~~**(Agent)** to act on its behalf for the following transactions:~~

__________~~nominations,~~ ________~~imbalance resolution~~ ________~~billing,~~

~~of gas for the above listed account(s). Piedmont Natural Gas Company is hereby authorized to deal with the Agent directly, and the **CUSTOMER AND THE AGENT UNDERSTAND THAT THEY ARE RESPONSIBLE, JOINTLY AND SEVERALLY, FOR ANY AMOUNTS DUE PIEDMONT NATURAL GAS COMPANY ARISING UNDER THIS RATE SCHEDULE, PIEDMONT'S SOUTH CAROLINA SERVICE REGULATIONS OR AGENT'S CUSTOMER AGENT AGREEMENT** which are not paid on these accounts. Customer will provide Piedmont Natural Gas Company with a revised "AGENCY AUTHORIZATION FORM" at least five (5) business days prior to the beginning of the month for the accounts designated, unless the Agent's right to conduct business has been suspended by Piedmont Natural Gas Company without prior notice.~~

~~AUTHORIZED~~ ~~AUTHORIZED~~
~~SIGNATURE~~________________________ ~~SIGNATURE~~________________________
~~FOR THE CUSTOMER~~ ~~FOR THE AGENT~~
~~**Please Print**~~
~~AGENT'S NAME~~__________________________ ~~TITLE~~________________________

~~PHONE #~~____________________________ ~~FAX#~~____________________________

~~MAILING ADDRESS~~

~~**Please submit to:**~~ ~~End User Transportation~~ ~~End User Transportation~~
~~Piedmont Natural Gas Company~~ ~~OR~~ ~~Fax Number: (704) 364-8320~~
~~P. O. Box 33068~~
~~Charlotte, N.C. 28233~~

EXHIBIT__(WCW-10)

PIEDMONT NATURAL GAS COMPANY
SOUTH CAROLINA SERVICE REGULATIONS

1. Foreword. Piedmont Natural Gas Company, Inc. (the "Company") is a natural gas distribution company and is engaged in the business of selling and transporting natural gas for various customers. The purpose of these Service Regulations is to set forth the respective obligations of the Company and its South Carolina customers.

2. Definitions. As used in these Service Regulations, the following terms shall have the meanings assigned below:

(a) The "Commission" shall mean the Public Service Commission of South Carolina, which regulates gas utilities operating within the State of South Carolina.

(b) The "Company" shall mean Piedmont Natural Gas Company, Inc.

(c) "Customer" shall mean any person, firm, association, or corporation, or any agency of the Federal, State or local government receiving gas service from the Company.

(d) "Dekatherm" is the basic energy unit purchased by the Company and shall mean the unit of energy equivalent to 1,000,000 BTU.

(e) "Force Majeure" shall mean acts of God, extreme weather conditions, strikes, lockouts, or other industrial disturbances, acts of the public enemy, war, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakages or accidents to machinery, lines of pipe or the Company's peak shaving plants, freezing of wells or lines of pipe, partial or complete curtailment of deliveries to the Company by its suppliers, reduction in gas pressure by its suppliers, inability to obtain rights-of-way or permits or materials, equipment or supplies for use in the Company's peak shaving plants, and any other causes, whether of the kind herein enumerated or otherwise, not within the control of the Company and which by the exercise off due diligence the Company is unable to prevent or overcome. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the Company, and the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts when such course is inadvisable in the discretion of the Company.

(f) "Gas" shall mean undiluted natural gas, or a substitute for or mixture thereof, as delivered by the Company.

(g) Gas Service Line" shall mean the pipe that runs between a main or a pipeline and a Customer's meter.

(h) "Main" shall mean a gas pipe, owned, operated or maintained by the Company, which is used for the purpose of transmission or distribution of gas, but does not include "Gas Service Line".

(i) "Margin" for curtailment purposes shall mean the filed tariff rate per unit of gas or negotiated rate per unit of gas for a Customer, less the per unit cost of gas, where applicable, as determined in the Company's last general rate case or Purchased Gas Adjustment proceeding, adjusted for any temporary decrements or increments in the filed tariff rate.

(j) "Meter", without other qualification, shall mean any device, or instrument which is used by the Company in measuring a quantity of gas.

(k) "Meter assembly" shall mean Company's meters, regulator, piping, valves, vents, relief valves, gauges and/or other apparatus required to meter and control flow or pressure of gas.

(l) "Operating Conditions" shall mean any modification, test or scheduled or unscheduled repair to the Company's distribution system which in the Company's discretion is necessary to maintain the integrity of the Company's distribution system or to provide for the safety of the Company or the public.

(m) "Premise(s)" shall mean a piece of land or real estate, including buildings and other appurtenances thereon.

(n) "Therm" is the basic billing unit of the Company and shall mean the unit of energy equivalent to 100,000 BTU.

(o) "Transportation" shall mean the receipt of natural gas supplies that have been arranged by the Customer for delivery to the Company's city gate and the redelivery of such natural gas supplies to the Customer's premise.

3. Applicable Documents Defining Obligations of the Company and its Customers. The obligations of the Company to provide service and the obligations of the customer upon receipt of service are set forth in (a) the applicable statutes as set forth in Section 58 of the Code of Laws of South Carolina, (b) the applicable Rules and Regulations of the Commission, (c) the applicable rate schedule(s), (d) these Service Regulations and (e) any written application or other document executed by the Company and the customer pertaining to such service. Copies of these documents described in (b)-(e) above are

available for inspection at each of the district offices of the Company. Upon request of any customer, the Company will provide the customer with a copy of the applicable rate schedule(s), these Service Regulations and any written application for service or other documents executed by the Company and the customer pertaining to such service. No promise, statement or representation by an employee or agent of the Company or by any other person shall bind the Company to provide service or to change the terms and conditions upon which service will be rendered unless the same is in writing and is executed by an authorized representative of the Company. In no event shall the customer be relieved from its obligation to pay in full the amount due for service received from the Company by the customer. In the event there is a conflict between these Service Regulations and the provision of the applicable currently effective rate schedule, the provisions of the rate schedule shall govern.

4. Delivery Pressure. The Company will provide to residential Customers a delivery pressure of either 7 inches water column (approximately 1/4 psig) or 2 psig. Commercial and Industrial Customers can be provided a delivery pressure of up to 5 psig. Delivery pressures of higher than 5 psig will be considered only if l) requested in writing 2) justified by requirements of the fuel burning equipment. Documentation of such requirements must also be provided. Approval will be conditioned on the Company's distribution system pressure availability. Exceptions are subject to the approval of the Company.

5. Applicable Documents Subject to Change. All of the documents defining the obligations of the Company to provide service and the obligations of the customer upon the receipt of service are subject to change from time to time upon approval of the Commission and by other duly constituted governmental authorities. The Company does not undertake to advise any customer of any such change except as may be required by the Commission or other duly constituted governmental authority.

6. Non-Waiver. The failure of the Company to enforce any provision of any applicable documents defining the obligations of the Company and its customers shall not be deemed to be a continuing waiver of such provisions for any customer or a waiver of any other provision of any of the applicable documents.

7. Application for Initial Service. The Company shall not be required to supply service to any customer unless and until the customer has executed an application for service which, among other things, contains the date of the application, the name of the applicant, the location of the premises for which service is requested, the type of service applied for and estimated gas consumption. The Company may, at its sole option, waive the requirement for a written application, in which event the obligations of the Company to provide service and the obligations of the customer upon receipt of service shall be

controlled by the other applicable documents defining the obligations of the Company and its customers.

8. Application to Increase Gas Load. Residential customers receiving gas service from the Company will be permitted to increase their residential gas loads at the same premises without application to the Company. All other customers shall make application to the Company before increasing their gas load and before changing the purpose for which they use gas. The application will contain, among other things, the date of the application, the name of the applicant, the location of the premises for which service is requested, the type service applied for and estimated monthly gas consumption. If, in the Company's opinion, the Company has the capability to provide the additional or changed gas service without interfering with the Company's ability to provide service to its other customers, the Company will permit the customer to increase its load or to change the purpose for which it uses gas.

9. Non-Assignability of Right to Service. Any rights which accrue to the customer under any of the applicable documents defining the obligations of the Company and its customers are personal and may not be transferred or assigned without the written consent of the Company.

10. Vacated Premises. The customer will notify the Company before quitting or vacating the premises served and will pay upon presentation all bills due the Company.

11. Right-of-Way. The customer shall at all times furnish the Company a satisfactory and lawful right-of-way, at no cost to the Company, over the customer's premises for the Company's mains, services, and apparatus necessary or incidental to the furnishing of service. The obligation of the Company to supply service is dependent upon the Company securing and retaining all necessary rights-of-way, privileges, franchises or permits, for the delivery of such service, and the Company shall not be liable to the customer for any failure to deliver service because of the Company's inability to secure or retain such rights-of-way, privileges, franchises or permits.

12. Access to Customer's Premises. The Company shall at all reasonable times have the right of ingress to and egress from the premises of the customer for any and all purposes connected with the provision of service. The Company shall have the right, at its option and at its own expense, to place demand meters, pressure gauges, or other instruments on the premises of the customer for billing, testing, or other purposes with respect to the customer's service.

13. Installation and Maintenance of Facilities. The Company will install and maintain the necessary mains, gas service lines, valves, regulators, meters, over-pressure devices, indexes, gauges, and/or other equipment or facilities required to provide service. All

facilities from the point of connection at the outlet of the meter assembly shall be installed and maintained by and at the expense of the customer. The Company may specify the content and pressure of the gas to be furnished, the location of the meter and the point where the service connection shall be made.

14. Service Line Policy. The facilities to be installed by the Company in accordance with the foregoing paragraph will be at no cost to the Residential Customer if (1) at a minimum the Customer will be installing central gas heating, (2) the gas service line extends along the route selected by the Company and (3) the gas service line is no more than 100 feet. In the event that the above conditions are not met, the service rendered to the Customer must provide a reasonable return to the Company. If the Customer wishes the facilities to be constructed along a route other than the route selected by the Company and/or if the gas service line is more than 100 feet and/or the service to be rendered to the Customer will not produce a reasonable return to the Company, the Company may require the Customer to pay the excess cost of constructing the facilities along the alternate route or in excess of 100 feet and/or to make a contribution which will permit the Company to earn a reasonable return.

15. Relocation of Facilities. After a service connection has been made, it may be relocated on the customer's premises by the Company upon request of the customer, but the customer must bear the expense of the relocation, and the relocation will not be made where it will interfere with or jeopardize the Company's service either to the customer desiring the change or to any other customer or customers. The customer must also agree to change the location of the right-of-way and to bear the expense of the change. In no event, however, will the Company be required to relocate facilities if the relocation would interfere with or jeopardize the Company's service, either to the customer requesting the change or to any other customer or customers. All privileges of the Company incident to the original location shall apply to the new location.

16. Title to the Facilities. The title to all facilities including mains, gas service lines, meters and accessory equipment up to and including the outlet of the meter assembly shall be vested in the Company, notwithstanding any charge which may be made to the customer for extending service.

17. Responsibility Beyond Delivery Point.

(a) Before installing gas pipes or appurtenant facilities and before purchasing gas equipment, the customer shall give the Company notice, and shall ascertain the character of service available at such premise. The Company may specify the content and pressure of gas to be furnished, consistent with Commission rules.

(b) Before permitting the initial use of gas at any location, a certificate of inspections and tests of customer owned piping shall be furnished the Company by the customer or by the local inspecting authority.

(c) All piping and equipment installed by or on behalf of the customer must by installed and maintained in accordance with the requirements of the local, county, state, and federal authorities, and the customer shall keep in good and safe repair and condition all such piping and equipment from the point of connection of the meter assembly with the facilities of the Company.

(d) If the customer's equipment might create either a vacuum or a back pressure, a device must be installed and maintained by the customer to protect the Company's facilities.

(e) Equipment which will operate in one locality may be useless in another due to difference in gas pressure or content; therefore, before piping a premises or purchasing equipment, the customer shall give the Company notice, and shall ascertain the character of service available at such premises.

(f) The Company is merely a furnisher of gas at the point where it passes from the Company's mains and services to the piping of the customer, and the Company shall not be responsible for any damage or injury to the buildings or other property of the customer due to gas installations, defective equipment, or other causes not due to the negligence of the Company. The Company shall not be in any way responsible for the transmission, use, or control of gas beyond the delivery point, and the Company shall not be liable for any damage or injury to any person or property whatsoever, or for the death of any person or persons arising, accruing, or resulting in any manner from the receiving or use of gas.

18. Interference with Company Property. The customer shall not interfere with or alter the Company's meters or other property or permit the same to be done by any person other than the Company's authorized agents or employees. Damages caused or permitted by the customer to said property shall be paid for by the customer. South Carolina law makes it unlawful to alter, tamper with or by-pass a gas meter. This law provides for fines and/or imprisonment at the discretion of the court for this offense. In addition, this statute provides for recovery in a civil action by the Company for losses and damages sustained.

19. Excavation in Proximity of Company's Facilities. The customer shall inform the Company of planned excavation activities in the proximity of the Company's facilities by calling the toll free number 1-800-922-0983 at least 72 hours in advance of the planned excavation activities. The customer will notify the Company prior to any additions or changes in his or her facilities which will extend over, under, or in close proximity to the Company's facilities.

20. Prohibition Against Resale of Gas. Gas is sold and delivered upon the express condition that the customer shall not directly sell or resell, assign, or otherwise dispose of gas, or any part thereof, to any person, firm, or corporation, except where service is supplied under a rate schedule specifically providing for resale. Under no circumstances will the Company supply gas for resale in competition with the Company.

21. Curtailment or Interruption of Service. In the event of a curtailment or interruption of service, the Company shall use all reasonable diligence to remove the cause or causes thereof, but the Company shall not be liable for any loss or damage resulting from such curtailment or interruption due to accidents, force majeure, extreme weather conditions, operating conditions or causes beyond its control.

22. Action to Maintain System Integrity. When the Company in its discretion determines that it is necessary to curtail service to maintain the integrity of its distribution system or to provide for its or the public's safety, the Company shall have the right to curtail delivery of gas to any customer.

23. Discontinuance of Service. The Company, subject to the rules of the Commission, shall have the right to suspend or discontinue its service for (a) repairs or other necessary work on its mains or systems, (b) for nonpayment of bill in accordance with the R103-452 of the Commission's Rules and Regulations, as the same may be amended from time to time, and (c) for any of the following reasons:

(a) For any misrepresentation as to the identity of the customer making the application for service.

(b) For violation by the customer of any terms or conditions of the documents defining the obligations of the Company to provide service and the obligations of the customer upon the receipt of service.

(c) For the reason that the customer's use of the Company's service is detrimental to the service of other customers.

(d) For the reason that the customer's use of the Company's service conflicts with or violates orders, ordinances or laws of the State of South Carolina, or any subdivision thereof, or of the Commission or of any other governmental agency having jurisdiction over the Company or the customer.

(e) For the reason that piping, equipment, appliance or device is installed or in use on the customer's premises which permits the gas to be used without passing through the Company's meter, or which prevents or interferes with the accurate measuring of the gas by the Company's meter other than when such gas use is authorized under a non-metered rate schedule.

(f) For failure of the customer to make, restore, or increase his or her deposit as required.

(g) In the event of a condition determined by the Company to be hazardous.

(h) In the event of tampering with the equipment furnished and owned by the Company.

Where the service has been discontinued for any reason except for the failure to pay for repairs or other necessary work by the Company, the Company shall have the right to refuse service at the same premises to any other applicant who is a member of the family of the former customer, or who resided on said premises until the reason for discontinuance has been resolved. The Company may require reasonable proof of identity of the applicant of service.

24. Removal of Equipment. In the event of such discontinuation of service, the Company may enter the premises of the customer at any reasonable time and remove the Company's meters, apparatus, appliances, fixtures or other property.

25. Non-Waiver of Default. Any delay or omission on the part of the Company to exercise its right to discontinue or suspend service, or the acceptance of a part of any amount due, shall not be deemed a waiver by the Company of such right so long as any default in whole or in part or breach of contract on the part of the customer shall continue, and whenever and as often as any default or breach of contract shall occur.

26. Establishment of Credit by Customer. The Company may require an applicant for service to satisfactorily establish credit pursuant to R103-431 of the Commission's Rules and Regulations.

27. Deposits. Pursuant to R103-431 of the Commission's Rules and Regulations the Company may require from any customer or from any prospective customer, a cash deposit intended to guarantee payment of bills for service. Interest paid on deposit and

deposit retention will be in accordance with R103-433 and R103-436 of the Commission's Rules and Regulations.

28. Billing Procedure.

(a) Meters will be read and bills rendered monthly on a cycle basis of not less than 28 days nor more than 34 days. All bills are due and payable at the office of the Company during regular business hours when rendered and become past due after twenty-five (25) days in the case of residential customers and fifteen (15) days in the case of customers other than residential, from the date the bill is rendered.

(b) A late payment charge of one and one-half percent (1½%) per month will be applied to all customers' balances not paid within twenty-five (25) days from the billing date.

(c) The Company will endeavor to deliver to the Customer a monthly bill of the amount due to the Company by mailing said bill by first-class mail to the mailing address furnished by the Customer or, at the Customer's election, by sending the bill electronically by way of computer internet connection. Failure to receive a bill will not entitle the Customer to any extension of time for payment beyond the past due date.

(d) Where a meter for any reason is not read at the regular reading date, the Company may estimate the amount of service used by referring to the Customer's consumption for a similar prior period. To the extent practicable, the Company will avoid sending a Customer two successive estimated bills; however, in cases of force majeure, as defined under Section 2(e) Definitions, bill estimates may be permitted for two successive billing periods, or greater. The Company will bill the Customer on the basis of the estimated use and will make any necessary adjustments when the meter is next read.

(e) No claim or demand which the customer may have against the Company shall be offset or counterclaimed against the payment of any sum of money due the Company by the customer for services rendered, and all such sums shall be paid in accordance with the agreement regardless of such claim or demand.

29. Adjustment of Bills Due to Failure or Inaccuracy of Meter. Bills which are incorrect due to meter or billing errors will be adjusted as provided in R103-440 of the Commission's Rules and Regulations. Transportation Customers requiring adjustment to their bills for meter or billing errors shall be adjusted in accordance with R103-440 of the

Commission's Rules and Regulations except for the commodity portion which shall be cashed out in accordance with Rate Schedule 207.

30. Returned Check Charge. Where the customer makes payment for service by check which is not honored or paid by the bank, full payment will immediately be due and payable, and the Commission approved handling charge will be made.

31. Curtailment of Service. It is contemplated that the Company will from time to time find it necessary to curtail gas service to those customers who purchase gas from the Company under interruptible rate schedules. In addition, unavailability of gas supplies, requirements of public safety or other factors beyond the control of the Company may make curtailment of any customer necessary. In all such events, to the extent practicable, the Company will curtail those customers paying the least margin per dekatherm first. If it is necessary or interrupt some but not all of the customers paying the same margin per dekatherm, then, to the extent practicable, service shall be curtailed to the customers paying the same margin per dekatherm on a pro rata basis.

32. Reconnection Fees. When service has been discontinued at the request of the Customer or a member of a Customer's family residing at the same residence, or for nonpayment of bills, and if reconnection is requested by the same Customer or a member of such Customer's family residing at the same residence, on the same premises within one year after date of discontinuance, the Commission-approved Reconnection Fees will be charged.

33. Applicable Rate Schedules. The Company will at all times have current rate schedules on file with the Commission. The rates contained in these rate schedules are subject to change from time to time as permitted by Commission.

34. Residential Rate Service Classification. Residential rate service classification under the Company's Rate Schedules 201 and 221 shall be based on the following criteria:

A. Definitions: As used in residential rate service classification, the following terms shall have the meanings assigned below:

(1) "Residential Base Load Period" shall mean the cycle billing months of July and August.

(2) "Base Load Usage" shall mean the amount of natural gas used by a customer as reflected by the Company's invoices for that Customer during the cycle billing months of July and August.

B. Procedure:

Step 1. During the month of September of each year, the Company will determine for each customer served under Rate Schedules 201 and 221 the customer's Base Load Usage during each month of the Company's Residential Base Load Period.

Step 2. A Rate Schedule 201 Customer whose base load usage during each month of the Residential Base Load Periods of the most recent two years is less than 15 therms will be transferred to Rate Schedule 221. A Rate Schedule 221 Customer whose base load usage is equal to or greater than 15 therms in either month of the Residential Base Load Period of the most recent past year will be transferred to Rate Schedule 201.

All changes in rate classification under this section shall be effective on the first day of November following the most recent Residential Base Load Period.

C. Exceptions:

(1) New Customers will be assigned a Residential Rate Classification according to their reasonably anticipated base load usage associated with the type and number of appliances installed at the customer's premise prior to the gas meter being set and turned on.

(2) Existing Customers currently being billed under Rate Schedule 221 who add a piece of natural gas equipment that will clearly increase the Customer's base load usage to a level that will qualify that Customer for Rate Schedule 201 may, upon notification to the Company and subject to verification by the Company, be transferred to the new Rate Schedule prior to November 1.

35. Commercial Rate Service Classification. Commercial Rate Service Classification under the Company's Rate Schedules 202, 232, 252 and 262 shall be based on the following criteria:

A. Definitions: As used in Commercial Rate Service Classification, the following terms shall have the meanings assigned below:

(1) "Annual Review Period" shall mean the twelve (12) months ended on December 31 of each year.

(2) "Actual Annual Usage" shall mean the actual natural gas volumes consumed by the Customer during the Annual Review Period as reflected on the Company's invoices for the Customer.

(3) "Classification Usage" shall mean the usage criteria that establishes the minimum and/or maximum average daily usage that must be maintained in order to receive service under a rate schedule. The classification usage for Rate Schedule 202 and Rate Schedule 232 shall be less than an average of 20 dekatherms per day. The classification usage for Rate Schedule 252 and Rate Schedule 262 shall equal or exceed an average of 20 dekatherms per day but be less than an average of 50 dekatherms per day.

(4) "Involuntary Curtailment Days" shall mean those days or portions of days in a given Annual Review Period where curtailment of the Customer's natural gas service was imposed by the Company's decision to curtail.

(5) "Service Days" shall mean 365 days less the number of Involuntary Curtailment Days.

(6) "Average Daily Usage" shall be the Customer's Actual Annual Usage divided by the number of Service Days within the Annual Review Period.

(7) "Summer Load Percentage" (SLP) shall mean the percentage of the Customer's Actual Annual Usage that occurs during the seven (7) month summer period of April through October in a given calendar year.

B. Procedures:

(1) At the conclusion of the Annual Review Period of each year and prior to June 1st of the ensuing year, the Company will determine for each customer served under Rate Schedule 202, Rate Schedule 232, Rate Schedule 252, and Rate Schedule 262 that Customer's Average Daily Usage and their SLP.

(2) Those customers currently receiving service under Rate Schedule 202 or Rate Schedule 232 whose Average Daily Usage is equal to or exceeds 20 Dekatherms a day, will be transferred to Rate Schedule 252 or Rate Schedule 262 as applicable, effective on the first day of June following the most recent Annual Review Period.

(3) Those customers currently receiving service under Rate Schedule 202 whose Average Daily Usage is less than 20 Dekatherms a day but whose SLP is greater than 30% will be transferred to Rate Schedule 232 effective the first day of June following the most recent Annual Review Period.

(4) Those customers currently receiving service under Rate Schedule 232 whose Average Daily Usage is less than 20 Dekatherms a day but whose SLP in each of the most recent two (2) Annual Review Periods is equal to or less than 30% will be transferred to Rate Schedule 202 effective the first day of June following the most recent Annual Review Period.

(5) Those customers currently receiving service under Rate Schedule 252 or Rate Schedule 262 whose Average Daily Usage in each of the most recent two (2) Annual Review Periods is less than 20 Dekatherms a day, will be transferred to Rate Schedule 202 or Rate Schedule 232 as applicable, effective on the first day of June following the second, and most recent, Annual Review Period.

(6) Those customers currently receiving service under Rate Schedule 252 whose Average Daily Usage is equal to or greater than 20 Dekatherms a day but whose SLP exceeds 30% will be transferred to Rate Schedule 262 effective the first day of June following the most recent Annual Review Period.

(7) Those customers currently receiving service under Rate Schedule 262 whose Average Daily Usage is equal to or greater than 20 Dekatherms a day but whose SLP in each of the most recent two (2) Annual Review Periods is equal to or less than 30% will be transferred to Rate Schedule 252 effective the first day of June following the most recent Annual Review Period.

(8) Those customers currently receiving service under Rate Schedule 202, 232, 252, or 262 whose Average Daily Usage in each of the most recent two (2) Annual Review Periods is equal to or greater than 110%

of 50 dekatherms per day will be transferred to Rate Schedule 203, 204, 213, or 214 as applicable.

C. Exceptions: If a customer currently being billed under Rate Schedule 202 or Rate Schedule 232 adds natural gas equipment that increases the Customer's Average Daily Usage to the point where the customer will qualify for Rate Schedule 252 or Rate Schedule 262, the Company may, upon notification from the Customer and subject to installation verification by the Company, transfer the Customer to the new Rate Schedule prior to June 1 of that year.

36. Industrial Rate Service Classification. Rate service classification under the Company's Rate Schedules, 203, 204, 213 and 214 shall be based on the following criteria:

A. Definitions: As used in rate service classification, the following terms shall have the meanings assigned below:

(1) "Actual Annual Usage" shall mean the actual natural gas volumes sold or transported for the Customer by the Company as reflected on the Company's bills for that Customer.

(2) "Average Dekatherm per Day" shall mean the Actual Annual Usage of a Customer divided by the number of Service Days within the Review Period.

(3) "Classification Usage" shall mean the usage criteria that establishes the minimum and/or maximum average usage that must be maintained in order to receive service under any rate schedule. For existing Customers, the classification usage for Rate Schedule 202 shall not exceed an average usage of 50 dekatherms per day. For existing Customers, the classification usage for Rate Schedules 203, 204, 213 and 214 shall exceed an average usage of 50 dekatherms per day.

(4) "Involuntary Curtailment Days" shall mean those days or portions of days in a given Review Period where curtailment of the Customer's natural gas service was imposed by the Company's decision to curtail.

(5) "Review Period" shall mean the twelve (12) months ended on December 31, or the regularly scheduled meter reading nearest December 31.

(6) "Service Days" shall mean 365 days less the number of Involuntary Curtailment Days plus the number of days that Customer consumed an alternative fuel to natural gas.

B. Procedure:

Step 1. During January and February of each year, the Company will determine for each Customer served under Rate Schedules, 203, 204, 213 and 214 the Customer's Average Dekatherm per Day usage for each of the two most recent Review Periods.

Step 2. A Rate Schedule 202, 232, 252 or 262 Customer whose usage is 110% of the 50 dekatherms threshold in the two most recent Review periods will be transferred to Rate Schedule 203, 204, 213 or 214, as applicable. A Rate Schedule 203, 204, 213 or 214 Customer whose usage is equal to or less than 90% of the 50 dekatherms threshold in both of the most recent two Review Periods will be transferred to the appropriate Medium General Service Rate Schedule. Customers receiving service under Rate Schedules 203 or 204 shall be eligible to elect transportation service to be effective with the rate reclassification.

All changes in rate classification under this section shall be effective on the first day of June following the review.

Step 3. Customers who are reclassified shall be notified of the change in rate schedule, and receive a copy of the tariff sheets applicable to his old and new rate schedules at least 21 days prior to the effective date of the change.

C. Exceptions: If a Customer adds or retires a major piece of gas-burning equipment, changes the hours of operations or otherwise materially alters the Customer's business that will clearly increase, or decrease, the Customer's consumption on an ongoing basis to a level that will change the Customer's ability to qualify the Customer for a particular rate schedule, the Customer shall report such changes to the Company and afford the Company an opportunity to inspect the change in equipment and to meet with the Customer to review and discuss the anticipated future level of consumption. If, after such inspection and meeting, the Company is satisfied that reclassification is appropriate, the reclassification will occur within two months after the new equipment is in place and operational, or the retirement is completed, and the first meter reading reflects the higher anticipated usage resulting from the new equipment or the lower anticipated usage resulting from the retirement. Any reclassification pursuant to this paragraph is subject to correction if actual experience so warrants. If the reclassification results in qualification for service under Rate 203 or 204, the Customer shall provide an election form one week prior to reclassification if a transportation election is desired. Otherwise, service will be provided under Rate Schedule 203 or 204, dependent upon rate qualification.

D. Requirements: Upon reclassification from Rate 202, 232, 252 or 262 to either Rate 203, 204, 213, or 214, Customer will be responsible for installing and maintaining, at the Customer's expense, a dedicated 110v electrical service in a location suitable to provide electrical service for the Company's telemetering equipment.

37. Limitation on Liability for Rendering Service on an Incorrect Rate Schedule. If it is determined that a customer has been placed on an incorrect rate schedule, the customer shall be placed immediately on the correct rate schedule and the customer's bill shall be adjusted for such period (not to exceed 6 months) that the customer was on the incorrect rate schedule. The customer and/or Company shall have 90 days in which to pay any such adjustment. Except as herein provided, neither The Company nor the customer shall have any liability to the other party with respect to the purchase and/or sale of gas under an incorrect rate schedule.

38. Agency Authorization. Certain Rate Schedules permit a Customers to authorize a Customer's Agent to act on its behalf with respect to nominations, imbalance resolution, and/or billing. In order to be considered a Customer's agent, the agent must execute and be in compliance with all the terms of the Customer Agent Agreement form.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the attached *Testimony and Exhibits of William C. Williams* is being served this date via email and UPS Overnight (5 copies) upon:

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And that a copy of the attached *Testimony and Exhibits of William C. Williams* is being served this date via email and U.S. Mail upon:

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This the 11th day of June, 2009.

s/ James H. Jeffries IV
James H. Jeffries IV